Tuesday, June 4, 2019

NOTICE OF REGULAR SESSION AND WORK SESSION OF THE
COCONINO COUNTY BOARD OF SUPERVISORS,
AND THE BOARDS OF DIRECTORS OF THE
COCONINO COUNTY BOARD OF DEPOSITS,
COCONINO COUNTY FLOOD CONTROL DISTRICT,
COCONINO COUNTY JAIL DISTRICT,
COCONINO COUNTY PUBLIC HEALTH SERVICES DISTRICT,
COCONINO COUNTY LIBRARY DISTRICT,
KACHINA VILLAGE COUNTY IMPROVEMENT DISTRICT,
NORTH STARDUST AND ANTELOPE COUNTY IMPROVEMENT DISTRICT, AND
THE TUSAYAN SPECIAL STREET LIGHTING DISTRICT

PURSUANT TO A.R.S. § 38-431.02

10:00 a.m. – Regular Session
Work Session immediately following
1:15 p.m. – Work Session continued

First Floor Board Room
219 E. Cherry Ave., Flagstaff, AZ, 86325

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. Consideration and possible action regarding approval of a proclamation designating June 12, 2019 as Cultural Diversity Day. Board of Supervisors

2. Consideration and possible action regarding approval of a proclamation designating 2019 a year of celebration of the 125th Anniversary of the Lowell Observatory. Board of Supervisors

3. Consideration and possible action regarding approval of a Proclamation designating 2019 as American Legion Centennial Year in Coconino County. Board of Supervisors
**Tentative Budget Adoptions:**

4. Consideration and possible action regarding adoption of the FY2020 Tentative budget for Coconino County in the amount of $215,747,149. Finance

5. Consideration and possible action regarding the adoption of the FY2020 Tentative Budget for the Fire District Assistance Tax in the amount of $1,831,089. Finance

The Board of Supervisors will resolve as the Boards of Directors of the: Coconino County Flood Control District, Coconino County Jail District, Coconino County Public Health Services District, Library District, Kachina Village County Improvement District, North Stardust and Antelope County Improvement District and the Tusayan Special Street Lighting District.

6. Consideration and possible action in regards to adopting the FY2020 Tentative Budget for the Coconino County Flood Control District in the amount of $4,692,074. Finance

7. Consideration and possible action regarding the adoption of the FY2020 Tentative Budget for the Coconino County Public Health Services District in teh amount of $16,262,455. Finance

8. Consideration and possible action regarding the adoption of the FY2020 Tentative Budget for the Coconino County Jail District in the amount of $26,376,500. Finance

9. Consideration and possible action regarding the adoption of the FY2020 Tentative Budget for the Kachina Village Improvement District in the amount of $2,174,583. Finance

10. Consideration and possible action regarding the adoption of the FY2020 Tentative Budget for the Coconino County Library District in the amount of $4,899,961. Finance

11. Consideration and possible action regarding the adoption of the FY2020 Tentative Budget for the North Stardust and Antelope County Improvement District in the amount of $0. Finance

12. Consideration and possible action regarding the adoption of the FY2020 Tentative Budget for the Tusayan Special Street Lighting District in the amount of $11,400. Finance

The Board will resolve as the Board of Supervisors.
13. Approve the minutes from the Board of Supervisors meeting conducted May 14, 2019.

14. Consideration and possible action regarding 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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15. Consideration and possible action regarding adoption of Resolution 2019-16, accepting funding from Arizona Creative Communities, an initiative of the Arizona Commission on the Arts, in collaboration with Arizona State University, Herberger Institute for Design and the Arts, in the amount of $15,000 for the Adult Probation program called Fresh Start Art, and related project expenses incurred during FY 2019, and until funds are depleted and approve the corresponding budget adjustment, with carryover of funds into FY 2020. **Adult Probation**

16. Consideration and possible action regarding Resolution 2019-17, approving State Mid-Year Funding Modifications for FY 2019 for an increase in revenue of $72,365 and a current funding modification of $8,500 for FY 2019 salaries, employee related expenses, and client treatment services, and approve the corresponding budget adjustment. **Adult Probation**

17. Consideration and possible action to approve Community Grant funding request from District 1 in the amount of $100.00, District 2 in the amount of $200.00 and District 3 in the amount of $100.00, for a total of $400.00, to Native Americans for Community Action to assist with costs associated with holding the Annual Sacred Mountain Prayer Run. **Board of Supervisors**

18. Consideration and possible action to appoint Amber Jones to the Coconino County African American Advisory Council for a six-year term to expire May 21, 2025. **Board of Supervisors**
19. Consideration and possible action to appoint Jean Ferguson, precinct 92; Brian Wieber, precinct 24; Ian Logan, precinct 25; Harold Kunnen, precinct 6; Tandie Askan, precinct 85; Dylan Askan precinct 85, as Republican Precinct Committeepersons, each for a term to expire October 1, 2020 and as requested by the Coconino County Republican party to fill vacancies created from lack of candidates during the 2018 election. **Board of Supervisors**

20. Consideration and possible action regarding appointment of Sarah Hunter to the Coconino County Inter-Tribal Advisory Council for a six-year term to expire June 4, 2025. **Board of Supervisors**

21. Consideration and possible action regarding approval of an Intergovernmental Agreement between Coconino County Community Services and the City of Flagstaff for the continued use of the Joe C. Montoya Community and Senior Center to operate the Senior Nutrition Program. **Community Services**

22. Consideration and possible action regarding approval to transfer funds from ACJC to the FY19 Crime Victim Compensation Program, in the amount of $23,200, and associated budget amendment. **County Attorney**

23. Consideration and possible action regarding approval of the appointments of Charles Adornetto, Kevin Anderson, Mark Baron, Christine Brown, Amy Criddle, Charles Davies, Jared Holland, Ronald Johnson, Paul Julien, Lewis Levin, Daniel Luster, Gerald McCafferty, Rebecca Plevel, Robert Rantz, Michelle Ratner, Susan Slasor, James Speed and Joshua Steinlage, as Justices of the Peace Pro Tempore, for a twelve-month period from July 1, 2019, through June 30, 2020, on an as-needed basis. **Courts**

24. Consideration and possible action regarding approval of the procurement of law books/website access from various vendors for the Coconino County Law Library/Self-Help Center for Fiscal Year 2020 in the total amount of $108,646. **Courts**

25. Consideration and possible action regarding approval to purchase new voting and ballot tabulation equipment from Elections Systems & Software (ES&S), in the amount of $567,726.00. **Elections**

26. Consideration and possible action regarding a two-year renewal of the contract with MGT of America Consulting, LLC, for user fee study and cost allocation services. **Finance**
27. Consideration and possible action regarding approval of a renewal of Coconino County Workers’ Compensation Coverage for FY20 with CopperPoint Mutual, in the estimated amount of $557,236.00. **Human Resources**

28. Consideration and possible action regarding approval to award RFQ 2019-109, for “On-Call Geotechnical Services,” to Ninyo & Moore, Speedie and Associates, CMT Engineering and Western Technologies for one-year period for projects up to $100,000.00. **Public Works**

29. Consideration and possible action regarding approval of a Memorandum of Understanding (MOU) with the National Park Service, US Department of Interior (NPS) to provide mutual law enforcement and search and rescue operations within the Glen Canyon National Recreation Area for five years from executed agreement. **Sheriff**

30. Consideration and possible action regarding approval of Resolution 2019-14, approving a Certificate of Removal and Abatement Purging Record of Tax, Penalty and Interest on Personal Property Taxes, pursuant to ARS Title 42 Article 8. **Treasurer**

*The Board will resolve as the Board of Deposits.*

**Board of Deposits Consent Agenda:**

31. Consideration and possible action regarding approval of Addendum Number 4 to the Business Loan Agreement (Coconino County Districts Revolving Line of Credit) with JP Morgan Chase Bank N.A. for $16,487,500.00 for FY20. **Treasurer**

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

**Jail District Consent Agenda:**

32. Consideration and possible action regarding approval of a contract with APL Access & Security, Inc. to provide a video surveillance system with installation for the Law Enforcement Administrative Facility (LEAF), in the amount of $68,654.35, using the Mohave Cooperative Contract #17L-APLAS-1115. **Jail District**

33. Consideration and possible action regarding the award of Request for Proposals (RFP) 2018-101 to Telmate, LLC, to provide a turnkey, fully operational, secure and reliable inmate telephone, video visitations and tablets system in the Coconino County Detention Facilities in Flagstaff and Page, in the estimated annual revenue amount of $125,000 in FY20. **Jail District**
34. Consideration and possible action regarding approval of an Independent Contract with Telmate, LLC, to provide a turnkey, fully operational, secure and reliable inmate telephone, video visitation and tablet system in the Coconino County Detention Facilities in Flagstaff and Page, in the estimated annual revenue amount of $125,000 in FY20. **Jail District**

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

**Health District Consent Agenda:**

35. Consideration and possible action regarding approval of a renewal amendment to the Independent Contractor Agreement between North Country HealthCare and the Coconino County Public Health Services District, for the period July 1, 2019 to June 30, 2020, for the operation of the Northern Arizona Care and Services After Assault (NACASA) and the payment of costs mandated to the County for sexual assault forensic examinations and corresponding forensic costs up to the amount of $95,000. **Health District**

*The Board will resolve as the Library District Board of Directors.*

**Library District Consent Agenda:**

36. Consideration and possible action regarding the Memorandum of Agreement between the Navajo Nation by and through the Navajo-Hopi Land Commission Office and the Coconino County Public Library District, approval to extend the agreement/contract ending date from February 18, 2019 to February 19, 2020, to allow for Coconino County to repair, replace and/or upgrade facilities and equipment at the Tuba City Library. **Library District**

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

**Work Session:**

37. Consideration and possible action regarding a presentation and discussion regarding the proposed changes and updates to the Environmental Services Code. **Health District**

*The Board will resolve as the Board of Supervisors.*

**BREAK**

**Work Session continued – 1:15 p.m.:**

38. Presentation and Discussion regarding the Economic Impact of Arizona’s Rivers, Lakes, and Streams: How Water-Based Outdoor Recreation Contributes to Statewide and Local Economies. **County Manager**
39. Presentation and Discussion regarding the County budget process and timeline. **Finance**

40. Roundtable: To be discussed. Pursuant to A.R.S. 38-431.02(H), these matters will not be acted upon.

Reports from Supervisors; updates on new projects, district budgets, requests for services and initiatives, updated from county staff:

- District 4- Supervisor Jim Parks
- District 2- Supervisor Elizabeth Archuleta
- District 3- Supervisor Matt Ryan
- District 5- Supervisor Lena Fowler
- District 1- Supervisor Art Babbott

- County Manager's Report
- Board Planning Calendar
- Events Calendar

- Chair's Report

- Update, discussion, and possible direction to staff regarding County Communications

- Update, discussion, and possible direction to staff regarding Local, State and Federal Issues

- Briefing from Public Works - County Engineer on the ADOT 5yr plan and anticipated effects to Coconino County:

41. Presentation and discussion regarding the Zoning Ordinance update to Chapter 5-Administration. **Community Development**

**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: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Erika Philpot, Human Resources Director

SUBJECT: Consideration and possible action regarding approval of a proclamation designating June 12, 2019 as Cultural Diversity Day.

RECOMMENDED MOTION or MOTION REQUESTED:

Approve a proclamation designating June 12, 2019 as Cultural Diversity Day.

PERSON OR ORGANIZATION REQUESTING THE PROCLAMATION:

Erika Philpot.

REASON FOR THIS PROCLAMATION:

To proclaim June 12, 2019 as Cultural Diversity Day. This is in spirit of celebration of diversity and honoring contributions from many diverse cultures of individuals in the past and present.

PERSON WHO WILL BE READING OR ACCEPTING THE PROCLAMATION:

Erika Philpot.

ATTACHMENTS:

1 – Staff Report
2 - Proclamation
Proclamation

Designating June 12, 2019 as Cultural Diversity Day

Whereas, Coconino County values and celebrates the richness of the many cultures and traditions that contribute to the unique tapestry of our communities and allows for the full development of the human spirit; and

Whereas, recognition of the uniqueness of individuals and focus on human dignity for all lessens divisions that promote intolerance and injustice, and rather unite our communities around protecting freedoms and ensuring the dignity of all individuals; and

Whereas, Coconino County is better, stronger and more resilient collectively because we intentionally recognize, appreciate and embrace the perspectives, contributions and talents of all people; and

Whereas, Coconino County is strengthened when every citizen, neighbor, colleague, client, customer, visitor or community member is empowered, respected, and treated fairly; and

Whereas, as elected officials and as an organization, we work together to systemically defend the rights and privileges of every person to fair treatment and full access, to eliminate barriers, so that each person can be fully involved in and thrive in our communities; and

Whereas, Coconino County has dedicated itself to completing an initiative within our organization to develop robust cultural competency for our workforce and leaders and intentionally review and access our dedication to diversity, inclusion, and equity within our culture, policies and practices; and

Whereas, Coconino County collaborates with the African American Advisory Council, Hispanic Advisory Council and Inter-Tribal Advisory Council and a variety of community partners on cultural initiatives to promote diversity, inclusion, justice and equity through a variety of annual events and celebrations that promote awareness and understanding;

Now therefore, be it resolved, that in the spirit of celebration of diversity and honoring contributions from many diverse cultures of individuals in the past and present, we do hereby recognize June 12, 2019 as Coconino County Cultural Diversity Day.

Signed and sealed 4th day of June.

COCONINO COUNTY BOARD OF SUPERVISORS:

Art Babbott
Chair, District 1 Supervisor

Elizabeth C. Archuleta
District 2 Supervisor

Matt Ryan
District 3 Supervisor

Jim Parks
District 4 Supervisor

Lena Fowler
District 5 Supervisor
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Consideration and possible action regarding approval of a proclamation designating 2019 a year of celebration of the 125th Anniversary of the Lowell Observatory.

RECOMMENDED MOTION or MOTION REQUESTED:

Approve the proclamation designating 2019 a year of celebration of the 125th Anniversary of the Lowell Observatory.

PERSON OR ORGANIZATION REQUESTING THE PROCLAMATION:

Supervisor Elizabeth Archuleta.

REASON FOR THIS PROCLAMATION:

Lowell Observatory will be having events celebrating the 125th Anniversary and the County would like to recognize the Observatory.

PERSON WHO WILL BE READING OR ACCEPTING THE PROCLAMATION:

Supervisor Elizabeth Archuleta.

ATTACHMENTS:

1 – Staff Report
2 - Proclamation
Proclamation

Designating 2019 a Year of Celebration of the 125th Anniversary of the Lowell Observatory

Whereas, Lowell Observatory and Coconino County share a lived history, as Percival Lowell founded his observatory in 1894, just three years after the 16th Arizona Territorial Assembly created Coconino County; and

Whereas, the significance of Lowell Observatory in history and scientific progress cannot be understated as V.M. Slipher gathered the first evidence of the expanding universe in 1912, the same year that Arizona earned statehood and in the 1960s, Lowell Observatory was one of several sites in northern Arizona where Apollo astronauts trained for their missions to the Moon; and

Whereas, Lowell Observatory has been recognized as a Registered National Historic Landmark by the National Park Service and an Arizona Treasure by Arizona Governor Janet Napolitano and named by Time magazine in 2011 as one of “The World’s 100 Most Important Places.”; and

Whereas, in 1989 Coconino County demonstrated its commitment to continuing scientific discovery through the Lowell Observatory and passed the world’s first ordinance restricting both the type of light and amount of light per acres; and

Whereas, Lowell Observatory now operates one of the most powerful telescopes in the world—the Discovery Channel Telescope—near Happy Jack, located in the southeastern section of Coconino County; and

Whereas, more than 100,000 people visit Lowell Observatory annually, resulting in income not only for the observatory but also for northern Arizona’s restaurants, hotels, and other attractions; and

Whereas, Lowell Observatory is embarking on a new era of expansion that will accommodate even more visitors with world-class educational programs and the scientific and educational efforts draw media attention from around the world, bringing positive attention to northern Arizona;

Now therefore, be it resolved, the Coconino County Board of Supervisors do hereby proclaim 2019 a year of celebration of the 125th Anniversary of the Lowell Observatory and commend the Observatory for its dedication to and impact on the scientific and educational discovery of its work.

Signed and sealed 4th day of June.

COCONINO COUNTY BOARD OF SUPERVISORS:

Art Babbott
Chair, District 1 Supervisor

Elizabeth C. Archuleta
District 2 Supervisor

Matt Ryan
District 3 Supervisor

Jim Parks
District 4 Supervisor

Lena Fowler
District 5 Supervisor
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Steven Flanagan, Executive Assistant to the Board of Supervisors

SUBJECT: Consideration and possible action regarding approval of a Proclamation designating 2019 as American Legion Centennial Year in Coconino County.

RECOMMENDED MOTION or MOTION REQUESTED:

Approve a Proclamation designating 2019 as American Legion Centennial Year in Coconino County.

PERSON OR ORGANIZATION REQUESTING THE PROCLAMATION:

Steven Flanagan.

REASON FOR THIS PROCLAMATION:

American Legion is celebrating its centennial in 2019.

PERSON WHO WILL BE READING OR ACCEPTING THE PROCLAMATION:

To be determined.

ATTACHMENTS:

1 – Staff Report
2 - Proclamation
Proclamation

Designating 2019 as American Legion Centennial Year in Coconino County

Whereas, The American Legion was chartered and incorporated by Congress in 1919 as a patriotic Veterans organization; and

Whereas, The American Legion was founded on the four pillars of care for Veterans, a strong national defense, Americanism, and children and youth; and

Whereas, The American Legion is the nations largest wartime Veterans service organization; and

Whereas, the Posts of The American Legion within Coconino County, which include the Mark A. Moore Post 3, Cordova Post 13, Jerry And Daw Post 33, John Ivens Post 42, and Curtis Huskon Post 112, have all fulfilled the Legion’s mission through programs such as Boys State, Boy Scouts of America and School Awards for Scholarship and Citizenship; and

Whereas, the American Legion has played a leading role in initiatives and breakthroughs that have affected the lives of Americans in every community, from U.S. Flag Code to the GI Bill; and

Whereas, The American Legion is celebrating its centennial in 2019;

Now Therefore, we do hereby proclaim the year 2019 as American Legion Centennial Year in Coconino County, Signed and sealed this 4th day of June, 2019.

______________________________  ______________________________
Art Babbott, Chair              Jim Parks
District 1 Supervisor

______________________________  ______________________________
Elizabeth C. Archuleta          Lena Fowler, Vice Chair
District 2 Supervisor

______________________________  ______________________________
Matt Ryan                       District 3 Supervisor
District 5 Supervisor

______________________________  ______________________________
______________________________  ______________________________
District 3 Supervisor

3. | 06/04/2019 | Board of Supervisors - District 4 | Designating 2019 as American Legion Centennial Year in...  6/4/2019 Page 2 of 2
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Mike Townsend, Finance Director

SUBJECT: Consideration and possible action regarding adoption of the FY2020 Tentative budget for Coconino County in the amount of $215,747,149.

RECOMMENDED MOTION:

Adopt the FY2020 Tentative budget for Coconino County in the amount of $215,747,149.

BACKGROUND:

The Tentative Budget for FY2020 totals $215,747,149. This appropriation by fund type is shown below.

$  80,459,010  General Fund  
$ 108,666,420  Special Revenues Funds  
$   483,375  Debt Service Funds  
$  26,138,344  Capital Project Funds  

$ 215,747,149  FY2019-2020 Tentative Budget

The Tentative budget for FY2020 is comprised of the County Administration's Proposed budget, with the following changes reviewed by the Board of Supervisors during the budget wrap-up discussion:

*A one-time increase of $51,782 to partially fund two years of a Dark Sky Compliance Officer in partnership with the City of Flagstaff and Lowell Observatory  
*A one-time increase of $50,000 for the creation of an Economic Development Alliance  
*A one-time increase of $20,000 for Community Cleanups  
*A one-time increase of $30,000 for Court Reporter Digital solutions for a second courtroom  
*A one-time increase of $20,000 for the County portion of the downtown visioning partnership with the Flagstaff Downtown Business Alliance, City of Flagstaff, and NAIPTA  
*A one-time increase of $150,000 for the development of a Forest Industry Economic Development plan
*A one-time increase of $30,000 for the purchase of an air curtain burner in partnership with the Flood Control District
*A one-time increase of $235,688 to be set-aside for mid-year consideration to address increasing criminal justice costs due to increased caseloads
*Other minor required balancing, contingency, and carryover estimate corrections

ALTERNATIVES:

The Board of Supervisors is required by statute to adopt an annual operating budget.

FISCAL IMPACT:

Adoption of the Tentative budget establishes an expenditure budget ceiling that provides reference for the establishment of the annual adopted budget.

ATTACHMENTS:

1 - Staff Report
2 - FY20 TENTATIVE STATE BUDGET DOCUMENT - 5/23/2019
## Summary Schedule of Estimated Revenues and Expenditures/Expenses
### Fiscal Year 2020

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### Expenditure Limitation Comparison

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<td>3. Budgeted expenditures/expenses adjusted for reconciling items</td>
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* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

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

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

**Tax Levy and Tax Rate Information**  
**Fiscal Year 2020**

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<th>1. Maximum allowable primary property tax levy.</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.R.S. §42-17051(A)</td>
<td>$9,360,359</td>
<td>$9,649,854</td>
<td>$9,911,686</td>
</tr>
</tbody>
</table>

| 2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18) | 2018  | 2019  | 2020  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| $                                                                  | $     | $     | $     |

<table>
<thead>
<tr>
<th>3. Property tax levy amounts</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Primary property taxes</td>
<td>$9,360,359</td>
<td>$9,649,854</td>
<td>$9,911,686</td>
</tr>
<tr>
<td>B. Secondary property taxes</td>
<td>$4,213,645</td>
<td>$4,413,138</td>
<td>$4,680,264</td>
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<tr>
<td>Coconino County Library District</td>
<td>2,606,609</td>
<td>2,710,873</td>
<td>3,633,990</td>
</tr>
<tr>
<td>Coconino County Flood Control District</td>
<td>4,121,328</td>
<td>4,316,449</td>
<td>4,577,723</td>
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<tr>
<td>C. Total secondary property taxes</td>
<td>$10,941,582</td>
<td>$11,440,460</td>
<td>$12,891,977</td>
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</table>

<table>
<thead>
<tr>
<th>4. Property taxes collected*</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Primary property taxes</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>(1) Current year's levy</td>
<td>$9,283,877</td>
<td>$9,360,358</td>
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<tr>
<td>(2) Prior years' levies</td>
<td>125,262</td>
<td>101,923</td>
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<tr>
<td>(3) Total primary property taxes</td>
<td>$9,409,139</td>
<td>$9,462,281</td>
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<tr>
<td>B. Secondary property taxes</td>
<td>$10,834,890</td>
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<tr>
<td>(1) Current year's levy</td>
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</tr>
<tr>
<td>(2) Prior years' levies</td>
<td>117,884</td>
<td>90,703</td>
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<tr>
<td>(3) Total secondary property taxes</td>
<td>$10,952,774</td>
<td>$11,582,782</td>
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<tr>
<td>C. Total property taxes collected</td>
<td>$20,301,941</td>
<td>$21,090,314</td>
<td>$22,803,663</td>
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<table>
<thead>
<tr>
<th>5. Property tax rates</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
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<tbody>
<tr>
<td>A. County tax rate</td>
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<tr>
<td>(1) Primary property tax rate</td>
<td>0.5678</td>
<td>0.5589</td>
<td>0.5413</td>
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<tr>
<td>(2) Secondary property tax rate</td>
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<tr>
<td>Coconino County Library District</td>
<td>0.2556</td>
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<td>Coconino County Flood Control District</td>
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<td>Public Health Services District</td>
<td>0.2500</td>
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<tr>
<td>(3) Total county tax rate</td>
<td>1.4734</td>
<td>1.2453</td>
<td>1.2749</td>
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<table>
<thead>
<tr>
<th>B. Special assessment district tax rates</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Secondary property tax rates</td>
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</table>

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.
## COCONINO COUNTY
### Revenues Other Than Property Taxes
#### Fiscal Year 2020

### General Fund

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Taxes</strong></td>
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<tr>
<td>Auto in Lieu</td>
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<td>$3,945,830</td>
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<td>$16,555,023</td>
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<td>$123,396</td>
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<tr>
<td>Other Taxes</td>
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<tr>
<td>Interest and Penalties</td>
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<td>$700,000</td>
<td>$700,000</td>
<td>$700,000</td>
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<tr>
<td>Utilities</td>
<td>$105,862</td>
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<td>$80,000</td>
<td>$80,000</td>
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<td><strong>Licenses and Permits</strong></td>
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<tr>
<td>Building Permits</td>
<td>$743,966</td>
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<td>Liquor Licenses</td>
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<td>Marriage Licenses</td>
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<tr>
<td>Federal Government</td>
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<td>Forest Services Co-Op</td>
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<td>Indirect Costs</td>
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<td>$192,963</td>
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<td>Payment in Lieu of Taxes</td>
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<td>AZ State Forestry Grant</td>
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<tr>
<td>State Government</td>
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<tr>
<td>Indirect Costs</td>
<td>$125,787</td>
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<td>$61,282</td>
<td>$50,730</td>
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<td>Justice of the Peace Reimbursements</td>
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<td>$69,412</td>
<td>$69,412</td>
<td>$69,412</td>
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<td>State Compensation Fund Reimbursements</td>
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<tr>
<td>State Shared Sales Tax</td>
<td>$22,621,497</td>
<td>$25,269,188</td>
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<td>State Aviation Fund</td>
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<td>Other Government</td>
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<td>Constable Fees</td>
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<td>Constable Grant</td>
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<td>County Assistance Funding</td>
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<td>$550,050</td>
<td>$550,050</td>
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<td><strong>Charges for Services</strong></td>
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<td>Assessor</td>
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<td>$150</td>
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<td>Clerk of Superior Court</td>
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<td>$120,000</td>
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<td>Community Development</td>
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<td>County Manager</td>
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<td>Information Technology</td>
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<td>$500</td>
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<td>Justice Courts - Flagstaff</td>
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<td>$240,650</td>
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<td>$245,000</td>
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<td>Justice Courts - Fredonia</td>
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<td>$35,000</td>
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<td>Justice Courts - Page</td>
<td>$152,641</td>
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<td>$138,000</td>
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<td>Justice Courts - Williams</td>
<td>$163,803</td>
<td>$108,000</td>
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<td>$120,000</td>
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<td>Juvenile Court Services</td>
<td>$10,078</td>
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<td>Legal Defender</td>
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<td>$6,500</td>
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<td>Non-Departmental: Indirect Costs</td>
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<td>$4,421,320</td>
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<td>$530,977</td>
<td>$420,500</td>
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<td>$60,000</td>
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<td>Public Fiduciary</td>
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<td>Recorder</td>
<td>$370,975</td>
<td>$258,000</td>
<td>$333,000</td>
<td>$658,000</td>
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<td>Sheriff</td>
<td>$541,212</td>
<td>$537,854</td>
<td>$558,101</td>
<td>$537,854</td>
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<td>Superior Court</td>
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<td>$10,750</td>
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<tr>
<td><strong>Fines and Forfeits</strong></td>
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<td>Justice of the Peace Fines</td>
<td>$1,349,522</td>
<td>$1,185,350</td>
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<td>$1,222,350</td>
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<td>Sheriff Fines</td>
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<tr>
<td>Superior Court Fines</td>
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<tr>
<td><strong>Investments</strong></td>
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<tr>
<td>Interest and Investment Income</td>
<td>$108,993</td>
<td>$147,695</td>
<td>$164,088</td>
<td>$147,695</td>
</tr>
</tbody>
</table>

### Contributions

**Schedule C**

6/4/2019 Page 5 of 18
## COCONINO COUNTY
### Revenues Other Than Property Taxes
#### Fiscal Year 2020

<table>
<thead>
<tr>
<th>SOURCE OF REVENUES</th>
<th>ACTUAL REVENUES 2018</th>
<th>ESTIMATED REVENUE 2019</th>
<th>ACTUAL REVENUES* 2019</th>
<th>ESTIMATED REVENUES 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voluntary contributions</td>
<td>212,306</td>
<td>1,000</td>
<td>168,704</td>
<td>200,000</td>
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<td>Miscellaneous</td>
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<tr>
<td>Other</td>
<td>178,266</td>
<td>343,325</td>
<td>179,919</td>
<td>146,825</td>
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<tr>
<td><strong>Total General Fund</strong></td>
<td><strong>$ 58,212,119</strong></td>
<td><strong>$ 60,426,734</strong></td>
<td><strong>$ 59,449,025</strong></td>
<td><strong>$ 60,477,488</strong></td>
</tr>
</tbody>
</table>

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.
<table>
<thead>
<tr>
<th>SOURCE OF REVENUES</th>
<th>ACTUAL REVENUES 2018</th>
<th>ESTIMATED REVENUE 2019</th>
<th>ACTUAL REVENUES* 2019</th>
<th>ESTIMATED REVENUES 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Probation</td>
<td>$3,156,353</td>
<td>$2,877,520</td>
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<td>221,696</td>
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<td>1,355,703</td>
<td>1,174,998</td>
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<td>County Improvement Districts</td>
<td>20,660</td>
<td>11,400</td>
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<td>16,389,600</td>
<td>18,020,046</td>
<td>16,796,465</td>
<td>17,969,924</td>
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<td>Emergency Management</td>
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<td>277,193</td>
<td>680,014</td>
<td>313,193</td>
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<td>1,200</td>
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<td>1,200</td>
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<td>Flood Control District</td>
<td>10,292</td>
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<td>15,100</td>
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<td>382,769</td>
<td>310,060</td>
<td>401,651</td>
<td>349,560</td>
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<td>Justice Courts - Fredonia</td>
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<td>53,255</td>
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<td>91,000</td>
<td>78,150</td>
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<td>Justice Courts - Williams</td>
<td>164,483</td>
<td>135,915</td>
<td>124,701</td>
<td>135,915</td>
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<td>Juvenile Court Services</td>
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<td>2,295,947</td>
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<td>2,424,720</td>
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<td>1,640,000</td>
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<td>2,091</td>
<td>2,091</td>
<td>2,091</td>
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<tr>
<td>Library District</td>
<td>5,944</td>
<td>89,679</td>
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<tr>
<td>Non-Departmental</td>
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<td>222,727</td>
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<td>Parks and Recreation</td>
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<td>601,166</td>
<td>531,200</td>
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<tr>
<td>Public Defender</td>
<td>22,200</td>
<td>20,220</td>
<td>21,291</td>
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<tr>
<td>Human &amp; Health Services (HHS)</td>
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<tr>
<td>HHS - Career Center</td>
<td>1,004,036</td>
<td>1,254,155</td>
<td>1,011,195</td>
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<td>1,257,703</td>
<td>1,446,463</td>
<td>1,495,080</td>
<td>1,227,119</td>
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<tr>
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<td>5,080,917</td>
<td>5,238,479</td>
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<td>14,137,807</td>
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<td>240,501</td>
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<td>Superintendent of Schools</td>
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<td>872,211</td>
<td>583,017</td>
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<td><strong>Total</strong></td>
<td>$64,214,221</td>
<td>$64,314,555</td>
<td>$61,660,303</td>
<td>$70,037,583</td>
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**Total Special Revenue Funds**  
$64,214,221  
$64,314,555  
$61,660,303  
$70,037,583

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<thead>
<tr>
<th>DEBT SERVICE FUNDS</th>
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<tr>
<td>County Improvement Districts</td>
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**Total Debt Service Funds**  
$70,679  
$19,007  
$19,007

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<th>CAPITAL PROJECTS FUNDS</th>
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**Total Capital Projects Funds**  
$206,129  
$30,000  
$147,293  
$79,972

**TOTAL ALL FUNDS**  
$122,703,148  
$124,790,296  
$121,275,628  
$130,595,043

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

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## Special Revenue Funds

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### COCONINO COUNTY
Other Financing Sources/(Uses) and Interfund Transfers  
Fiscal Year 2020

#### OTHER FINANCING SOURCES  
**YEAR 2020**

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<td><strong>Total Special Revenue Funds</strong></td>
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#### DEBT SERVICE FUNDS

| Debt Service for Capital Plan             | $ | $ | $483,375 |

| **Total Debt Service Funds**              | $ | $ | $483,375 |

#### CAPITAL PROJECTS FUNDS

| General Fund                              | $ | $ | $100,000 |
| Huffer Lane Escrow                         |         | 289,900 |
| Parks Capital Projects                     |         | 1,226,904 |
| Parks and Open Space Sales Tax             |         | 1,226,904 |
| Coconino County-Space Plan                 | 22,000,000 |         |
| **Total Capital Projects Funds**           | 22,000,000 | $1,616,804 |

| **TOTAL ALL FUNDS**                       | 22,000,000 | $20,539,595 | $20,539,595 |
### COCONINO COUNTY

**Expenditures/Expenses by Fund**

**Fiscal Year 2020**

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<td>$2,552,317</td>
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<td><strong>Constables Total</strong></td>
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Juvenile Court Services

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* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.
## COCONINO COUNTY
### Full-Time Employees and Personnel Compensation
#### Fiscal Year 2020

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<th>Retirement Costs</th>
<th>Healthcare Costs</th>
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<td>Employee Salaries and Hourly Costs</td>
<td>Retirement Costs</td>
<td>Healthcare Costs</td>
<td>Other Benefit Costs</td>
<td>Total Estimated Personnel Compensation</td>
</tr>
<tr>
<td>------</td>
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# COCONINO COUNTY
## Full-Time Employees and Personnel Compensation
### Fiscal Year 2020

<table>
<thead>
<tr>
<th>FUND</th>
<th>Full-Time Equivalent (FTE)</th>
<th>Employee Salaries and Hourly Costs</th>
<th>Retirement Costs</th>
<th>Healthcare Costs</th>
<th>Other Benefit Costs</th>
<th>Total Estimated Personnel Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1433 County School Fund</td>
<td>5.13</td>
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<td>Total Special Revenue Funds</td>
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<td>$5,080,445</td>
<td>$5,194,873</td>
<td>$2,877,979</td>
<td>$41,534,405</td>
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**CAPITAL PROJECTS FUNDS**

| 1620 Coconino County Space Plan | 2.00 | $93,791 | $11,357 | $27,900 | $7,080 | $140,128 |
| Total Capital Projects Funds    | 2.00 | $93,791 | $11,357 | $27,900 | $7,080 | $140,128 |

**TOTAL ALL FUNDS**

|                 | 1,099.47 | $61,769,054 | $12,699,157 | $10,682,335 | $5,711,672 | $90,862,218 |
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Mike Townsend, Finance Director

SUBJECT: Consideration and possible action regarding the adoption of the FY2020 Tentative Budget for the Fire District Assistance Tax in the amount of $1,831,089.

RECOMMENDED MOTION:

Move to adopt the FY2020 Tentative budget for the Fire District Assistance Tax in the amount of $1,831,089.

BACKGROUND:

The statutorily set distribution to the individual Fire Districts is depending upon the individual budgets for each Fire District. The Fire District Assistance Tax may not exceed 10 cents. The recommended budget for FY2020 is $1,831,089.

ALTERNATIVES:

The Board of Supervisors is required to adopt a budget and tax rate each year to collect a County-wide tax that is used to assist Fire Districts in the County.

FISCAL IMPACT:

The budget needs to be adopted and the revenue collected for the Fire Districts in order for these districts to perform their mission.

ATTACHMENTS:

1 - Staff Report
DATE:      May 29, 2019

TO:        Honorable Chair and Members of the Board

FROM:      Mike Townsend, Finance Director

SUBJECT:   Consideration and possible action in regards to adopting the FY2020 Tentative
           Budget for the Coconino County Flood Control District in the amount of
           $4,692,074.

RECOMMENDED MOTION:

Move to adopt the FY2020 Tentative budget for the Coconino County Flood Control District in
the amount of $4,692,074.

BACKGROUND:

The Flood Control District is supported by a secondary property tax levied through the County.
The recommended budget for FY2020 is $4,692,074. Staff recommends setting the levy at
$3,633,990 by setting a tax rate of $0.2280.

ALTERNATIVES:

The County is required by statute to adopt a budget for all taxing authorities.

FISCAL IMPACT:

The tax levy needs to be adopted and the revenue collected for the Flood Control District in
order for this district to perform its mission.

ATTACHMENTS:

1 - Staff Report
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Mike Townsend, Finance Director

SUBJECT: Consideration and possible action regarding the adoption of the FY2020 Tentative Budget for the Coconino County Public Health Services District in the amount of $16,262,455.

RECOMMENDED MOTION:

Move to adopt the FY2020 Tentative Budget for the Coconino County Public Health Services District in the amount of $16,262,455.

BACKGROUND:

The Public Health Services District was created in FY2010 and is supported by a secondary property tax levied throughout the County. The recommended budget for FY2020 is $16,262,455. Staff recommends a tax levy of $4,577,723. The remainder of district funding comes in the form of license, permit, and other fee revenues, State and Federal grant revenue, use of fund balance, and General Fund Support.

ALTERNATIVES:

The Coconino County Public Health District Board of Directors is required to adopt a budget each year.

FISCAL IMPACT:

The budget needs to be adopted and the property tax revenue collected for the Public Health Services District in order for the district to continue to operate.

ATTACHMENTS:

1 - Staff Report
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Mike Townsend, Finance Director

SUBJECT: Consideration and possible action regarding the adoption of the FY2020 Tentative Budget for the Coconino County Jail District in the amount of $26,376,500.

RECOMMENDED MOTION:

Move to adopt the FY2020 Tentative budget for the Coconino County Jail District in the amount of $26,376,500.

BACKGROUND:

The Jail District was created in 1996. The total Jail District budget includes operations and capital. The recommended budget for FY2019 is $26,376,500.

ALTERNATIVES:

The Coconino County Jail District Board of Directors is required to adopt a budget each year in order to collect the district sales tax.

FISCAL IMPACT:

The budget needs to be adopted and the sales tax revenue collected for the Jail District in order for the district to continue to operate.

ATTACHMENTS:

1 - Staff Report
DATE:      May 29, 2019

TO:         Honorable Chair and Members of the Board

FROM:       Mike Townsend, Finance Director

SUBJECT:    Consideration and possible action regarding the adoption of the FY2020 Tentative Budget for the Kachina Village Improvement District in the amount of $2,174,583.

RECOMMENDED MOTION:

Move to adopt the FY2020 Tentative budget for the Kachina Village Improvement District in the amount of $2,174,583.

BACKGROUND:

The Kachina Village Improvement District provides potable water and waste water disposal for Kachina Village. The recommended budget for FY2020 is $2,174,583.

ALTERNATIVES:

The KVID Board of Directors is required to adopt a budget for the district.

FISCAL IMPACT:

Adoption of a Tentative budget will permit the revenue to be collected for the Kachina Village Improvement District in order for this district to perform its mission.

ATTACHMENTS:

1 - Staff Report
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Mike Townsend, Finance Director

SUBJECT: Consideration and possible action regarding the adoption of the FY2020 Tentative Budget for the Coconino County Library District in the amount of $4,899,961.

RECOMMENDED MOTION:

Move to adopt the FY2020 Tentative budget for the Coconino County Library District in the amount of $4,899,961.

BACKGROUND:

Arizona Revised Statute 48-3903, Tax Levies, states the following:

The board of directors, after a county free library is established, shall annually levy in the same manner and at the same time as other county secondary property taxes are levied a county free library district tax sufficient to establish the district and to insure the payment of salaries, maintenance and upkeep and other necessary expenses of the county free library district. The tax shall be levied and collected upon all property in the county and upon all property within incorporated cities and town sin the county.

Staff, in consultation with member libraries, si recommending that the Board of Directors adopt the Tentative budget for FY2020 in the amount of $4,899,961. Staff recommends a levy of $4,680,264. The Library District Tentative budget also includes a $114,923 transfer to fund the County Law Library. Expenditures in excess of the tax levy will be funded by contributions, investment income, and fund balance.

ALTERNATIVES:

The County is required by statute to adopt a budget for all taxing authorities. Alternatives include not adopting this budget, increasing or decreasing the rate, or freezing the levy amount (capping the total amount of funding collected).
FISCAL IMPACT:

Failure to adopt the budget for the Library District will prohibit potential tax revenues from being distributed to member libraries.

ATTACHMENTS:

1 - Staff Report
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Mike Townsend, Finance Director

SUBJECT: Consideration and possible action regarding the adoption of the FY2020 Tentative Budget for the North Stardust and Antelope County Improvement District in the amount of $0.

RECOMMENDED MOTION:

Move to adopt the FY2020 Tentative Budget for the North Stardust and Antelope County Improvement District in the amount of $0.

BACKGROUND:

The North Stardust and Antelope County Improvement District was established to pay for road improvement. The debt for this district has been retired and the district will need to be dissolved in FY20. The Board of Directors is required to adopt a budget for all special districts therefore the recommended budget is $0.

ALTERNATIVES:

The North Stardust and Antelope County Improvement District is required to adopt a budget for the district.

FISCAL IMPACT:

The budget needs to be adopted for the North Stardust and Antelope County Improvement District.

ATTACHMENTS:

1 - Staff Report
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Mike Townsend, Finance Director

SUBJECT: Consideration and possible action regarding the adoption of the FY2020 Tentative Budget for the Tusayan Special Street Lighting District in the amount of $11,400.

RECOMMENDED MOTION:

Move to adopt the FY2020 Tentative budget for the Tusayan Special Street Lighting District in the amount of $11,400.

BACKGROUND:

The Tusayan Special Lighting District was established to pay for street lights on Highway 64 in Tusayan. It is supported by a property tax assessed on each of the frontage properties along the highway based on a formula set by the district. The budget pays for the monthly electric charges. The recommended budget for FY2020 is $11,400.

ALTERNATIVES:

The Tusayan Special Lighting District Board of Directors is required to adopt a budget for the district.

FISCAL IMPACT:

The budget needs to be adopted and the revenue collected for the Tusayan Special Lighting District in order for this district to perform its mission and remain fiscally sound.

ATTACHMENTS:

1 - Staff Report
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Approve the minutes from the Board of Supervisors meeting conducted May 14, 2019.

RECOMMENDED MOTION:

Approve or move to amend any portion of the minutes.

BACKGROUND:

The Board of Supervisors and the Board of Directors of several County Districts conducted a meeting on May 14, 2019. The Board shall provide for the taking of written minutes or a recording of all their meetings, including executive sessions; pursuant to ARS 38-431.01.B.

ALTERNATIVES:

Approve or move to amend any portion of the minutes.

FISCAL IMPACT:

This item has no impact to the General Fund.

ATTACHMENTS:

1 - Staff Report
2 - MAY 14, 2019 - MINUTES
OFFICE OF THE
COCONINO COUNTY BOARD OF SUPERVISORS

WORK SESSION AND EXECUTIVE SESSION MINUTES

May 14, 2019

10:00 a.m. – Work Session
2:15 p.m. – Work Session continued
Executive Session immediately followed

First Floor Board Room
Executive Session was held in the Second Floor Conference Room
219 E. Cherry Ave., Flagstaff, AZ

Present: Chairman Art Babbott, Vice Chairwoman Lena Fowler, Supervisor Elizabeth C. Archuleta and Supervisor Matt Ryan. Supervisor Jim Parks was present telephonically.

Also Present: County Manager James Jayne, Deputy County Manager Marie Peoples, Deputy County Manager/Public Works Director Lucinda Andreani, Deputy County Manager Mike Townsend, Deputy County Attorney Rose Winkeler, Clerk of the Board of Supervisors Lindsay Daley and Deputy Clerk of the Board Valerie Webber.

Chairman Babbott called the meeting to order at 10:05 a.m. and led the pledge of allegiance.

Call to the Public:

Deputy County Manager Marie Peoples requested Community Services Interim Director Norma Gallegos join her at the pedestal. She spoke about her service, and personality to work with. She thanked her for her service to the County

Ms. Gallegos spoke to the Board and members of County staff that were present, thanking them for the opportunity to work and serve the citizens of Coconino County.

Individual Board members expressed their appreciation of Ms. Gallegos for her hard work and dedication to the community.
Work Session:

1. Presentation and discussion regarding the next steps of Organizational Renewal towards the Diversity and Inclusion process in Coconino County. County Manager

Presenters: Deputy County Manager/Public Works Director Lucinda Andreani and Human Resources Director Erika Philpot.

PowerPoint: Inclusive Leadership Coconino County May 2019.

Deputy County Manager/Public Works Director Lucinda Andreani introduced Consultant Kelli McLoud-Chingen with KMS Intercultural Consulting, LLC, and spoke about the outreach she has done to assess the County as an organization relative to diversity and inclusion.

Ms. McLoud-Chingen provided background about why diversity and inclusive leadership is important to her; speaking about various children programs on Public Broadcast Service (PBS) she viewed as a child. She presented a powerpoint that explained work that has been done and being done to gather information to assess the County’s communication across culture. A chart was presented to explain how monocultural mindsets evolve to intercultural mindsets, if not it creates cultural disengagement. Results from a group profile survey reflected that the County’s survey participants fell within the minimization category.

Ms. McLoud-Chingen further addressed results that reflect the organizations cultural disengagement percentage. She answered questions asked by individual Board members and persons in the audience regarding the normacy in minimizing cultural differences and how to work towards adaptation. She spoke about the need to be incredibly intentional and cognizant of the work being done and have a willingness to shift.

The next steps in moving forward with diversity and inclusive leadership is to add additional cultural competence/inclusive leadership training, develop an internal team of facilitators, administer the IDI survey to all departmental leadership, conduct cultural competency training and other trainings based on assessment results.

Ms. McLoud-Chingen answered questions asked by individual Board members regarding implementation of the work that needs to be done following survey results and tools that will be used for measuring progress.

Deputy County Manager Andreani spoke about ways to work on the various levels of progression as training is available. Upon inquiry from Chairman Babbott, Ms. Andreani felt that once the assessment is complete and recommendations are made, staff can focus on the training and ways to implement said recommendations. Staff will provide the Board with a detailed plan on moving forward with dedicated commitment.

Juvenile Services Director Bryan Matsuda noted he is third-generation Japanese American and asked how the organization will expect to behave differently, down the road, in the process?
Ms. McLoud-Chingen said once policies and procedures are implemented, communication and language shifts will come over time in terms of working together. Culture doesn’t come up because it makes people uncomfortable however, we need to hear everyone’s stories so that our behaviors will shift. Interpersonal relationships are different as people can only control themselves. Individuals must ask themselves how they will behave differently in order to explore change.

Individual Board members expressed their appreciation of the presentation and work being done.

2. Presentation and discussion regarding the purchase of new voting equipment. 

**Elections**

**Presenter:** Recorder Patty Hansen.

Recorder Patty Hansen noted the Recorder’s Office is finally to the point they can make a suggestion to purchase voting equipment. She recommended the purchase of ES&S equipment and spoke about the costs to replace their current equipment. She further explained the equipment functionality and additional, separate pieces of equipment that need to be purchased to be compliant with various statutory requirements.

The Board and Recorder Hansen discussed the recommended equipment, costs, ballot counting and voting requirements.

Chairman Babbott called for a break at 11:59 a.m. and reconvened open session at 2:22 p.m. and addressed agenda item #4.

3. Presentation and discussion regarding paid parental leave and deferred compensation match programs. **Human Resources**

*The Board did not address agenda item #3.*

**Work Session continues – 2:15 p.m.:**

4. Presentation and discussion regarding County Budget Wrap Up. **Finance**

**Presenter:** Deputy County Manager/Chief Financial Officer Michael Townsend.

County Manager Jayne highlighted staff’s recommendations for additional one-time funding options for FY2020.

Deputy County Manager/Chief Financial Officer Michael Townsend answered questions related to costs associated with the significant increase of Superior Court and Legal Defender capital caseloads.

Deputy County Manager/Flood Control Administrator Andreani spoke about additional infrastructure that may need matched with other funds to change the dynamic of the economics of forest restoration.
Director of Forest Restoration Jay Smith spoke about the timing for funding as there is going to be an influx of industry.

The Board conferred and provided feedback on the proposed one-time funding items for FY20; which included Justice Department and Court Reporter Digital Solutions funding, Forest Industry Economic Development funding, Flagstaff Downtown Business Alliance funding and partial funding of an air curtain burner. Staff answered questions asked by individual Board members related to the items.

Deputy County Manager Townsend provided statistics regarding property tax rates in Coconino County compared to other counties in the state.

Deputy County Manager/Flood Control Administrator Lucinda Andreani reviewed staff’s recommendation for a portion of the proposed Flood Control District budget for FY20.

Individual Board members provided feedback on the importance of the recommendations for the proposed flood control budget.

**Motion:** Enter executive session, **Action:** approve, **Moved by:** Supervisor Elizabeth Archuleta, **Seconded by:** Supervisor Lena Fowler. The motion passed unanimously.

Chairman Babbott called for a break at 3:40 p.m. to allow time for the Board to relocate to the Second Floor Conference Room to hold executive session.

**Executive Session:**

5. Discussion of County Manager performance evaluation. Pursuant to A.R.S. 38-431.03 (A) (1), the Board of Supervisors may vote to enter executive session.

**Board of Supervisors**

**Present:** Chairman Art Babbott, Vice Chairwoman Lena Fowler, Supervisor Elizabeth C. Archuleta and Supervisor Matt Ryan. Supervisor Jim Parks was present telephonically.

**Also Present:** Human Resources Director Erika Philpot.

The Board entered executive session at approximately 3:45 p.m.

There being no further discussion, Chairman Babbott adjourned executive session at 5:36 p.m.
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Consideration and possible action regarding 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
2 - WARRANT LISTING - MAY 9, 2019
3 - WARRANT LISTING - MAY 14, 2019
4 - WARRANT LISTING - MAY 16, 2019
5 - WARRANT LISTING - MAY 23, 2019
Warrant listing for 5/9/19 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 5/14/19 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 5/16/19 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
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whose cumulative total exceeds one thousand dollars in a single reporting
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Warrant listing for 5/24/19 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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DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Sarah Douthit, Chief Probation Officer

SUBJECT: Consideration and possible action regarding adoption of Resolution 2019-16, accepting funding from Arizona Creative Communities, an initiative of the Arizona Commission on the Arts, in collaboration with Arizona State University, Herberger Institute for Design and the Arts, in the amount of $15,000 for the Adult Probation program called Fresh Start Art, and related project expenses incurred during FY 2019, and until funds are depleted and approve the corresponding budget adjustment, with carryover of funds into FY 2020.

RECOMMENDED MOTION:

Adopt Resolution 2019-16, accepting funding from Arizona Creative Communities, an initiative of the Arizona Commission on the Arts, in collaboration with Arizona State University, Herberger Institute for Design and the Arts, in the amount of $15,000 for the Adult Probation program called Fresh Start Art, and related project expenses incurred during FY 2019, and until funds are depleted and approve the corresponding budget adjustment, with carryover of funds into FY 2020.

BACKGROUND:

In 2017, Coconino County Adult Probation and Victim Witness Services for Coconino County collaborated on the submission of an art grant to the Arizona Creative Communities Institute. Team Flagstaff was one of 9 Arizona communities awarded a grant, worth approximately $15,000. The goal was to create a work of art in the Flagstaff community that represents a positive pro-social message on an important issue that has impacted our community.

Team Flagstaff focused on healthy relationships, to not only present a work of art illustrating what a healthy relationship looks like, but to also be a source of comfort to victims of domestic violence and let them know that their stories are being heard. The first-year grant was initially accepted and administered by Victim Witness Services, and mid-way through the project Victim Witness Services passed the administration of the first year funding to Creative Spirits, a local art business. Year two funding was requested by Coconino County Adult Probation and Creative Spirits, and was awarded, but because of a change in the rules, Arizona Commission on the Arts will only distribute funding to a non-profit or governmental agency, thus Creative Spirits is unable to act as the fiscal agent for year 2 funding of the grant. Further, Victim Witness has
opted out of year 2 funding.

Adult Probation is currently communicating with the Coconino County Health Department and anticipates they will replace Victim Witness as our partner. We intend to continue to work on the premise of health and wellbeing for our clients and community as a theme for upcoming art projects. Accepting the grant will allow Adult Probation to continue to provide art opportunities to the clients under our supervision, while spreading a positive message in our community. As of the writing of this report, staff is working with probation clients to create murals with a positive image of healthy relationships.

**ALTERNATIVES:**

An alternative would be to identify a non-profit agency to receive the grant funding. Because this would add an expense to the project, this is not being pursued.

**FISCAL IMPACT:**

The grant is available until all funds are expended, any funds not expended in FY 2019 will carryover to FY 2020. The grant is intended to be for a short-term art project and has no predicted fiscal impact outside of the scope of the project. Ideally, this project will enhance the art experience for our community and clients. Funding and expenses have not previously been approved by the Board, FY 2019 revenue and expenses are allocated below and FY 2020 carryover of remaining funds are requested for approval at this time.

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**ATTACHMENTS:**

1 - Staff Report  
2 - RESOLUTION 2019-16  
3 - AWARD LETTER  
4 - FUNDING AGREEMENT
RESOLUTION 2019-16

A RESOLUTION OF THE COCONINO COUNTY, ARIZONA, BOARD OF SUPERVISORS, APPROVING FISCAL YEAR 2019 FRESH START ART PROGRAM FUNDING THROUGH ARIZONA COMMISSION ON THE ARTS FISCAL YEAR 2019 AZ CREATIVE COMMUNITIES FUNDING AGREEMENT

Whereas, the Arizona Creative Communities has authorized funding for FY 2019 and until funds are depleted in an amount not to exceed $15,000.00 for Fresh Start Art, a community art project and corresponding expenses related to the supplies needed to carry out project initiatives; and

Whereas, Fresh Start Art is a Coconino County Adult Probation Department community restitution program that allows clients to utilize artistic ability to give back to the community in the form of art; and

Whereas, probation clients of Coconino County Adult Probation Department will be directly involved in the community art project, which will utilize art to address a social issue within the Flagstaff community; and

Whereas, this funding supports a program that is grounded in evidence-based practices that have been proven to reduce recidivism and promote public safety; and

THEREFORE, the Coconino County Board of Supervisors approves the funding agreement for FY 2019 revenue, with carryover revenue to FY 2020, from the Arizona Creative Communities, an initiative of the Arizona Commission on the Arts and Arizona State University’s Herberger Institute for Design and the Arts, with guidance from Southwest Folklore Alliance, made possible by a grant from the Surdna Foundation consistent with each enhancement above.

PASSED AND ADOPTED by the Board this 4th day of June, 2019.

AYES:
NOS:
ABSENT:

COCONINO COUNTY BOARD OF SUPERVISORS

(SEAL) Art Babbott, Chairman

Resolution 2019-16 Page 1 of 2 Approved June 4, 2019
Wednesday, December 12, 2018

AZ Creative Communities Institute Year 2 Notification

Dear Team Flagstaff,

Thank you for your interest in continued engagement with the Arizona Creative Communities Institute.

Award
Your proposal to advance your work from AZ CCI Year 1 was competitively reviewed and we are pleased to inform you that your Year 2 project has been recommended for project support in the amount of $15,000, with additional project-collaborator stipends totaling $3,000, to be more explicitly articulated in an official award agreement.

Additional Information Requested
Upon review of your application, AZ CCI partners are asking for supplementary clarification of your thought process and plans regarding the following:

- The project you’ve proposed is compelling and creative. It is also ambitious given the plan to engage a new constituency than was engaged in your Year 1 project. The AZ CCI partners are interested in learning more about your thought process in choosing to engage a different population as opposed to deepening/expanding engagement with your Year 1 partners.

In advance of award receipt, AZ CCI partners are asking to review this feedback with you during a phone, web-based, or in-person consultation in January. Ricky or Brad will reach out to set up an appointment for this purpose. After the January meeting and based on our discussion, you may be asked to revise your proposal to incorporate adjustments. A revision/submission process will be described further in January.

Learning Sessions 5 and 6
AZ CCI Year 2 will include two learning sessions, similar in structure to those you participated in in Year 1. The first, Learning Session 5, will take place in the Phoenix area on Friday, March 29, through Saturday, March 30, 2019. Additionally, there will be a required preconference on Thursday, March 28, 2019, which will offer consultation on topics AZ CCI partners have recommended for the advancement of AZ Creative Communities projects, including:

- Scope/Unification of Concept
- Capacity Building for Community and Affiliated Orgs
- Ethical and Effective Community Engagement Practices
- Relationship Building with Civic Authorizers and Influencers
The AZ CCI partners intend to be in dialogue with you to prepare relevant content for this learning session, as well as for Learning Session 6, which we anticipate taking place Friday and Saturday, July 26 and 27, 2019. Year 2 will also include on-location training and site visits, timing to be determined.

**Dialogue re: Application Review**
We are happy to provide more in-depth feedback generated from the application review process if it would be helpful to your work. To request, please contact Brad DeBiase at bdebiase@azarts.gov or 602-771-6534 or Ricky Araiza at ricardo.araiwa@asu.edu or 602-771-6514.

Congratulations again on your nomination for AZ Creative Communities Institute Year 2 support—we look forward to continuing our partnership and will be in touch with further instructions.

Sincerely,

Jennifer Cole
Chief of Staff
Herberger Institute for Design & the Arts
Arizona State University

Jaime Dempsey
Executive Director
Arizona Commission on the Arts
State of Arizona
Memorandum of Understanding (MOU)

Between AZ Creative Communities Institute (AZ CCI) partners: the Arizona Commission on the Arts, the Herberger Institute for Design and the Arts at Arizona State University, and Southwest Folklife Alliance, a nonprofit affiliate of the University of Arizona

and

Team [Flagstaff]

Purpose

A second year of funding has been awarded to AZ CCI teams as an extension of their work in year one of the Institute. Teams are asked to complete this MOU prior to dispersal of year two funds to ensure a mutual understanding between AZ CCI partners and team members that funds will be allocated in accordance with budgets developed and submitted by the team. Additionally, this MOU will serve as a reference for AZ CCI partners to monitor that project progress a) reflects decisions made by the entire team, and b) remains in alignment with requirements set forth by the Institute for continued support.

By signing this document, team members agree to the following terms:

Understandings

- All team members are committed to continued involvement in project development and implementation as outlined in the year two proposal, as well as participation in the Institute’s year two learning sessions.

- Team members agree to participate in evaluation processes for their projects and the Institute, and agree to complete evaluation instruments as requested by AZ CCI partners.

- Team members agree to engage in AZ CCI documentation efforts, including participation in a multi-part podcast series exploring AZ CCI teams’ processes, successes, and challenges, as well as best practices in community-engaged, place-based work.

- Team members agree to use the following language when describing the program in public facing materials, such as press releases, reports, websites, etcetera:

  The Arizona Creative Communities Institute (AZ CCI) is a learning program wherein diverse teams from Arizona cities, towns, and neighborhoods reimagine community assets and devise meaningful projects that place creative engagement, ethical and equitable practices, and local wisdom at the center. With local and national artists and creative entrepreneurs as collaborators, AZ CCI teams work alongside their neighbors and across the AZ CCI network in support of community transformation through the arts.

  The AZ CCI is an initiative of the Arizona Commission on the Arts and Arizona State University’s Herberger Institute for Design and the Arts, with guidance from Southwest Folklife Alliance, a nonprofit affiliate of the University of Arizona. The AZ CCI has been made possible by a grant from the Surdna Foundation with additional support from the Arizona Community Foundation.

- All team members have reviewed the terms of their project budgets and collectively agree on decisions regarding use of funds and the overall direction of the project at this time.

- The team has identified which organization will receive grant funds (or has established a commitment with a fiscal sponsor) and that organization agrees to work in accordance with the will of the team to ensure proper distribution of funds.
- Budget revisions or changes will be agreed upon by the full team before the organization receiving the funds makes disbursements or purchases.
- Team members have agreed upon terms concerning ownership, storage, lifespan, and otherwise continued existence of deliverables beyond the project funding period (such as materials and equipment purchased, artistic products developed, photo/video documentation, etcetera.)

**AZ CCI Team Signatures:**

<table>
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<tr>
<th>[Michael Olson]</th>
<th>[Stephanie Gerst]</th>
<th>[Sarah Douthit]</th>
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<tbody>
<tr>
<td>[Maddie Adams]</td>
<td>[Rachael Farrier]</td>
<td>[TBD]</td>
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**AZ CCI Partner Signatures:** upon receipt, AZ CCI Partners will sign and return a completed copy

| [ACA signature] | [ASU signature] | [SFA signature] |
AZ Creative Communities Funding Agreement

Coconino County Adult Probation (recipient) has been awarded funding by the Arizona Commission on the Arts for the following project to take place between January 1, 2019 and December 31, 2019.

Contact Name: Mike Olson
Street: 222 East Birch Avenue
City: Flagstaff
State: AZ

AZ CCI Grant ID: 10379344
Maximum Award Up to: $15000.00
Team Name: Flagstaff
Zip Code: 86001

By signing this Award Agreement, the recipient certifies that they will:

Comply with all terms and conditions outlined herein and in the document titled "General Grant Conditions."

Participate in the submission of the team's Interim Report, due by September 9, 2019. Teams will receive a separate email containing reporting instructions.

Participate in and contribute to general evaluation of the team’s project and the Initiative as a whole.

Manage and pay out project funds as agreed upon by the team in the Funding MOU.

Request in writing any substantive changes in activity expenditures to be approved by the Arts Commission prior to the expenditure of funds. To request changes to your planned expenditures, please contact Brad DeBiase, 602-771-6502, bdebiase@azarts.gov.

Credit AZ Creative Communities partners when promoting funded work with the following tagline: This project/program/activity has been supported in part by the AZ Creative Communities Institute (AZ CCI). The AZ CCI is an initiative of the Arizona Commission on the Arts and Arizona State University’s Herberger Institute for Design and the Arts, with guidance from Southwest Folklife Alliance, an affiliate nonprofit of the University of Arizona. Made possible by a grant from the Surdna Foundation.

Sign and return this Funding Agreement and State Substitute W-9 no later than Monday, May 13, 2019. Any awards not claimed by this date will be cancelled.

All support from the Arizona Commission on the Arts is 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 award may be reduced, canceled, and/or paid out in installments.
Sign to indicate that you have read, understood and agree to comply with the Award Agreement.

Sarah Douthit

Social Security Number or Taxpayer Identification Number (FEIN)

{{fillable_name}}

Sarah Douthit (Apr 16, 2019)

Print Name

Signature

Apr 16, 2019

Date

Jaime Dempsey, Executive Director

Jaime Dempsey

3/1/2019

Print Name/Title of Grantor Authorizing Official

Authorizing Official Signature

Date

After you submit this Award Agreement, you will be given the option to download a copy for your reference.

Arts Commission Use Only

110 E CHERRY AVE

Corrected Street Name

FLAGSTAFF

AZ

Corrected City

Corrected State

86001

COCONINO COUNTY

Corrected Zip Code

Corrected Grantee Name
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Sarah Douthit, Chief Probation Officer

SUBJECT: Consideration and possible action regarding Resolution 2019-17, approving State Mid-Year Funding Modifications for FY 2019 for an increase in revenue of $72,365 and a current funding modification of $8,500 for FY 2019 salaries, employee related expenses, and client treatment services, and approve the corresponding budget adjustment.

RECOMMENDED MOTION:

Consideration and possible action regarding Resolution 2019-17, approving State Mid-Year Funding Modifications for FY 2019 for an increase in revenue of $72,365 and a current funding modification of $8,500 for FY 2019 salaries, employee related expenses, and client treatment services, and approve the corresponding budget adjustment.

BACKGROUND:

The Mid-Year Funding Modification which increases revenue in Standard Probation Supervision, Adult Intensive Probation, and the Community Punishment Program/Fines and authorizes a budget modification to current funding in the Community Punishment Program and Drug Treatment and Education Fund, were a result of our mid-year calls with the state. Adult Probation requested that the state cover all salary and ERE increases during FY 2019 that were related to the market adjustment and wellness incentive increases in all state funds. The State approved additional funding for FY 2019 salary and ERE increases and the requested budget modifications. Due to budget constraints, reported deficits across the state were not fully covered.

ALTERNATIVES:

Decline the increase in funding from the State and utilize budgeted General Fund Transfer funds to cover salary and ERE deficits.
FISCAL IMPACT:

The Mid-Year Funding Modification amount for the State Aid Enhancement/Judicial Collection Enhancement Fund Assist grant is a revenue increase of $9,211.00 for salaries and ERE. This modification increases the total grant amount in the SAE fund (1077) to $936,257.00. This modifies the currently approved FY 2019 General Fund Transfer for this fund from $198,235.00 to $189,024.00.

The Mid-Year Funding Modification amount for the Adult Intensive Probation Supervision/Judicial Collection Enhancement Fund Assist grant is a revenue increase of $21,154.00 for salaries and ERE. This modification increases the total grant amount in the IPS fund (1078) to $956,591.00. This modifies the currently approved FY 2019 General Fund Transfer for this fund from $209,206.00 to $188,052.00.

The Mid-Year Allocation Modification for the current funding level of the Drug Treatment and Education Fund is in the amount of $8,500.00 for salary and ERE. This modification, and the Mid-Year Funding reduction of ($3,500) in client treatment services, decreases the total grant amount in the DTEF fund (1082) to $143,089.00. This modifies the currently approved FY 2019 General Fund Transfer for this fund from $16,090.00 to $7,590.00.

The Mid-Year Funding Modification for the current funding level of the Community Punishment Program/CPP Fines fund is a revenue increase in the amount of $45,500.00 for client treatment services. This modification increases the total grant amount in the CPP fund (1084) to $245,600.00. Currently, the approved FY 2019 General Fund Transfer for this fund is $0.00.

Revenue and expenditures from these grants were approved when the Board of Supervisors approved the Coconino County Budget for FY 2019.

ATTACHMENTS:

1 - Staff Report
2 - RESOLUTION 2019-17
3 - FUNDING MODIFICATIONS
4 - FUNDING MODIFICATION CPP FINES
5 - BUDGET ADJUSTMENT
RESOLUTION 2019-17

A RESOLUTION OF COCONINO COUNTY, ARIZONA, BOARD OF SUPERVISORS, APPROVING FISCAL YEAR 2019 MID YEAR MODIFICATIONS TO REVENUE FOR STATE FUNDED PROGRAMS THROUGH ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURT FISCAL YEAR 2019 MID-YEAR FUNDING MODIFICATIONS

Whereas, the Administrative Office of the Courts has authorized an increase in FY 2019 funding by $9,211 in Standard Probation Supervision and corresponding salary and employee related expenses; and

Whereas, the Administrative Office of the Courts has authorized an increase in FY 2019 funding by $21,154 in Adult Intensive Probation Supervision and corresponding salary and employee related expenses; and

Whereas, the Administrative Office of the Courts has authorized a budget modification in the current FY 2019 funding level of $8,500 for the Drug Treatment and Education Fund from client treatment services to corresponding salary and employee related expenses and a decrease in FY 2019 funding by ($3,500) from client treatment services; and

Whereas, the Administrative Office of the Courts has authorized an increase in FY 2019 funding by $35,639 in the Community Punishment Program, and by $14,361 in the Community Punishment Program Fines, both increases for client treatment services and a decrease in FY 2019 funding by ($4,500) in the Community Punishment Program from projected vacancy savings in corresponding salary and employee related expenses; and

Whereas, this additional funding supports programs that are grounded in evidence-based practices that have been proven to reduce recidivism and promote public safety.

THEREFORE, the Coconino County Board of Supervisors approves the mid-year funding modification to increase FY 2019 revenue in the following state funded programs: Standard Probation Supervision and Adult Intensive Probation Supervision; and approves the budget modifications to adjust current funding levels in the Community Punishment Program/Fines and in the Drug Treatment and Education Fund consistent with each enhancement provided above.

PASSED AND ADOPTED by the Board this 4th day of June, 2019.
AYES:
NOS:
ABSENT:

COCONINO COUNTY BOARD OF SUPERVISORS

(SEAL) Art Babbott, Chairman

ATTEST: APPROVED AS TO FORM:

Lindsay Daley, Clerk of the Board Rose Winkeler
**ADDENDUM A**

COMMUNITY PUNISHMENT PROGRAM  
COCONINO COUNTY  
FY 2019  

**Addendum date:** March 1, 2019  
**Note:** This addendum supersedes all previously dated addendums.

**TOTAL AMOUNT AWARDED:** $143,739

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<td>E. Operating</td>
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<td>F. Contract</td>
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**TOTAL AMOUNT TO BE DISBURSED:** $143,739

**SCHEDULED DISBURSEMENTS:**

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<th>March 15, 2019</th>
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**RETAINED FUNDS**

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<tr>
<td>B. Other</td>
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**TOTAL AMOUNT TO BE RETAINED:** $-

Signed:  

**Kathy Waters**
Director, Adult Probation Services Division, AOC

Digitally signed by Kathy Waters  
Date: 2019.03.07 16:12:23 -07'00'

Signed:  

**Chief Probation Officer**

N:\AAP\FY2019\CPP\CPP-Addenda-FY19
ARIZONA SUPREME COURT  
ADMINISTRATIVE OFFICE OF THE COURTS (AOC)  
BUDGET MODIFICATION REQUEST FORM

PROGRAM: COMMUNITY PUNISHMENT  
COUNTY: COCONINO ADULT PROBATION  
FISCAL YEAR: 2019  
PREPARED BY: Michael Yanez

SIGNED: [Signature]  
Presiding Judge  

Date: 3/28/19

<table>
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This modification request is recommended for approval for the following:
FY19 Mid-Year Adjustments

Approved By: Kathy Waters  
Digitally signed by Kathy Waters  
Date: 2019.03.07 16:12:35 -07'00'

Division Director, Administrative Office of the Courts

N:\ASD\FY2019\CPP\CPP-BudgetMod-FY19 my  
3/1/2019
**ADDENDUM A**
DRUG TREATMENT & EDUCATION FUND
COCONINO COUNTY
FY 2019

Addendum date: March 1, 2019
Note: This addendum supersedes all previously dated addendums.

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<td>B. Personnel - Other</td>
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<td>C. ERE - PO/SO</td>
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<td>E. Operating</td>
<td>$ 10,000</td>
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<td>F. Contract</td>
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| TOTAL AMOUNT TO BE DISBURSED | $ 143,089 |

<table>
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<tr>
<th>SCHEDULED DISBURSEMENTS:</th>
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<tbody>
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<td>July 31, 2018</td>
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<tr>
<td>October 31, 2018</td>
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<tr>
<td>March 15, 2019</td>
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<td>May 15, 2019</td>
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<tr>
<td>A. Vehicle</td>
<td>$ -</td>
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<tr>
<td>B. Other</td>
<td>$ -</td>
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| TOTAL AMOUNT TO BE RETAINED | $ - |

Signed:

Kathy Waters
Director, Adult Probation Services Division, AOC

Digitally signed by Kathy Waters
Date: 2019.03.07 16:12:45 -07'00'

Signed:

[Signature]
Chief Probation Officer

N:\ASD\FY2019\DTEF\DTEF-Addenda-FY19
ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS (AOC)
BUDGET MODIFICATION REQUEST FORM

PROGRAM: DRUG TREATMENT & EDUCATION
COUNTY: COCONINO ADULT PROBATION
FISCAL YEAR: 2019
PREPARED BY: Michael Yanez

SIGNED: [Signature]
Presiding Judge
3/28/19

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>APPROVED BUDGET</th>
<th>PROPOSED BUDGET</th>
<th>DIFFERENCE + OR -</th>
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This modification request is recommended for approval for the following:
FY19 Mid-Year Adjustment

Approved By: Kathy Waters
Digitally signed by Kathy Waters
Date: 2019.03.07 16:12:55 -07'00'
Division Director, Administrative Office of the Courts

N:\ASD\FY2019\DTEF\DTEF-BudgetMod-FY19 my
3/1/2019
ADDENDUM A
ADULT INTENSIVE PROBATION SUPERVISION
COCONINO COUNTY
FY 2019

Addendum date: March 1, 2019
Note: This addendum supersedes all previously dated addendums.

TOTAL AMOUNT AWARDED: $967,500

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<td>B. Personnel - Other</td>
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<td>C. ERE - PO/ SO</td>
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<td>D. ERE - Other</td>
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<td>F. Contract</td>
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TOTAL AMOUNT TO BE DISBURSED: $917,400

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<td>B. Other</td>
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TOTAL AMOUNT TO BE RETAINED: $50,100

Signed: Kathy Waters
Director, Adult Probation Services Division, AOC

Digitally signed by Kathy Waters
Date: 2019.03.07 16:13:04 -07'00'

Signed: [Signature]
Chief Probation Officer
ARIZONA SUPREME COURT  
ADMINISTRATIVE OFFICE OF THE COURTS (AOC)  
BUDGET MODIFICATION REQUEST FORM

PROGRAM:  ADULT INTENSIVE PROBATION  
COUNTY:  COCONINO ADULT PROBATION  
FISCAL YEAR:  2019  
PREPARED BY:  Michael Yanez

SIGNED:  
Presiding Judge  
Date:  3/28/19

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<th>PROPOSED BUDGET</th>
<th>DIFFERENCE + OR -</th>
<th>AMOUNT DISBURSED</th>
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This modification request is recommended for approval for the following:

FY19 Mid-Year Adjustments

Approved By:  Kathy Waters  
Digitally signed by Kathy Waters  
Date: 2019.03.07 16:13:16 -07'00"

Division Director, Administrative Office of the Courts

N:\AOC\FY2019\PA\PS-BudgetMod-FY19 my  
3/1/2019
ADDENDUM A
STATE AID ENHANCEMENT
COCONINO COUNTY
FY 2019

Addendum date: March 1, 2019
Note: This addendum supersedes all previously dated addendums.

TOTAL AMOUNT AWARDED: $811,993

| APPROVED FTE'S | Personnel - PO/SO | 12.00 |
| Personnel - Other | 1.50 |
| Total | 13.50 |

| BUDGET CATEGORY | APPROVED BUDGET |
| A. Personnel - PO/SO | $541,624 |
| B. Personnel - Other | $5,391 |
| C. ERE - PO/SO | $262,075 |
| D. ERE - Other | $2,903 |
| E. Operating | $- |
| F. Contract | $- |
| TOTAL AMOUNT TO BE DISBURSED | $811,993 |

SCHEDULED DISBURSEMENTS:

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<tbody>
<tr>
<td>A. Vehicle</td>
<td>$-</td>
</tr>
<tr>
<td>B. Other</td>
<td>$-</td>
</tr>
<tr>
<td>TOTAL AMOUNT TO BE RETAINED</td>
<td>$-</td>
</tr>
</tbody>
</table>

Signed:

Kathy Waters
Director, Adult Probation Services Division, AOC

Signed:

Chief Probation Officer

Digitally signed by Kathy Waters
Date: 2019.03.07 16:13:24 -07'00'

N:\ASD\FY2019\SAE\SAE-Addenda-FY19 my
## BUDGET MODIFICATION REQUEST FORM

**Program:** State Aid Endancement  
**Fiscal Year:** 2019  
**County:** Coconino Adult Probation  
**Prepared By:** Michael Yanez

**Signed:**  
Presiding Judge  
3/28/19

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>Approved Budget</th>
<th>Proposed Budget</th>
<th>Difference + Or -</th>
<th>Amount Disbursed</th>
<th>Amount Retained</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel - PO/So</td>
<td>$ 537,454</td>
<td>$ 541,624</td>
<td>$ 4,170</td>
<td>$ 541,624</td>
<td></td>
</tr>
<tr>
<td>Personnel - Other</td>
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<tr>
<td>ERE - PO/So</td>
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<td>$ 262,075</td>
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<tr>
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<td>$ 2,903</td>
<td>$ -</td>
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</tr>
<tr>
<td>Total Personnel</td>
<td>$ 802,782</td>
<td>$ 811,993</td>
<td>$ 9,211</td>
<td>$ 811,993</td>
<td></td>
</tr>
<tr>
<td>Operating</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Contract</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Total Budget</td>
<td>$ 802,782</td>
<td>$ 811,993</td>
<td>$ 9,211</td>
<td>$ 811,993</td>
<td>$ -</td>
</tr>
</tbody>
</table>

This modification request is recommended for approval for the following:

FY19 Mid-Year Adjustments

Approved By: Kathy Waters  
Digitally signed by Kathy Waters  
Date: 2019.03.07 16:13:34 -07'00'  
Division Director, Administrative Office of the Courts

N:\Y2019\SAE\SAE-BudgetMod-FY19  
3/1/2019
ADDENDUM A
COMMUNITY PUNISHMENT PROGRAM FINES (CPP FINES)
COCONINO COUNTY
FY 2019

Addendum date: March 29, 2019
Note: This addendum supersedes all previously dated addendums.

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>APPROVED BUDGET</th>
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</thead>
<tbody>
<tr>
<td>A. Personnel - PO/SO</td>
<td>$0</td>
</tr>
<tr>
<td>B. Personnel - Other</td>
<td>$0</td>
</tr>
<tr>
<td>C. ERE - PO/SO</td>
<td>$0</td>
</tr>
<tr>
<td>D. ERE - Other</td>
<td>$0</td>
</tr>
<tr>
<td>E. Operating</td>
<td>$0</td>
</tr>
<tr>
<td>F. Contract</td>
<td>$14,361</td>
</tr>
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</table>

TOTAL AMOUNT AWARDED: $14,361

<table>
<thead>
<tr>
<th>SCHEDULED DISBURSEMENTS:</th>
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</thead>
<tbody>
<tr>
<td>July 31, 2018</td>
</tr>
<tr>
<td>$0</td>
</tr>
</tbody>
</table>

TOTAL AMOUNT TO BE DISBURSED: $14,361

<table>
<thead>
<tr>
<th>RETAINED FUNDS</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Vehicle</td>
<td>$0</td>
</tr>
<tr>
<td>B. Other</td>
<td>$0</td>
</tr>
</tbody>
</table>

TOTAL AMOUNT TO BE RETAINED: $0

Signed: Kathy Waters
Director, Adult Probation Services Division, AOC
Digitally signed by Kathy Waters
Date: 2019.04.03 17:40:52
-07'00'

Signed: Chief Probation Officer

N:\ASO\FY2019\CPP Fines\CPP_Fines-Addenda-FY19
MODIFICATION OF FUNDING AGREEMENT

This Modification of Funding Agreement is made between the Administrative Office of the Courts, on behalf of the Arizona Supreme Court, Administrative Office of the Courts ("AOC") and the SUPERIOR COURT IN COCONINO COUNTY ("Grantee").

1. Pursuant to Paragraph 2, Modification and Termination, the parties agree to modify this Funding Agreement. Paragraph 2, permits a modification for several different reasons and Section 5 permits a modification for "other circumstances necessitating such action". The parties agree that Grantee has a deficit in Community Punishment Program Funds and is eligible to receive additional funding from the Community Punishment Program Fines to fund on-going programs. The parties agree to add the Community Punishment Program Fines (CPP Fines) to this agreement.

2. Pursuant to Paragraph 4, Fund Management, a. Distribution of Funds, the AOC may periodically modify the distribution of funds contained in the Addendum A based on its determination of Grantee’s need for and usage of the funds. The parties agree to modify the distribution of funds contained in Addendum A, consistent with the Amended Addendum, A, attached and incorporated here.

3. Pursuant to Paragraph 4, Fund Management, b. Reporting Requirements, the parties agree that the reporting requirements for this CPP Fines Distribution shall include an addendum to the closing financial and program activity report due on or before August 31, 2019, as referenced in Paragraph 4(b)(iii).

4. Paragraph 17. Community Punishment Program (CPP), the parties agree to modify paragraph 17 to read: "Grantee must request approval to fill all vacant non-case carrying positions and these positions and these positions must comply with CPP funding criteria requirements. All expenditures for the CPP Program must be consistent with the purposes described in A.R.S. §12-299.01.

5. Paragraph 26. Community Punishment Program Fines (CPP Fines), the parties agree to modify the Funding Agreement by adding a new Paragraph 26 and renumbering the current Paragraph 26, Performance Liability to Paragraph 27. Paragraph 26 will now read: A.R.S. §13-821(A) permits a court to order a fine for a drug offense. A.R.S. §13-
821(C) requires the court to transmit the “monies collected pursuant to this section to the supreme court for the purpose of providing drug treatment services to adult probationers through the community punishment program established in title 12, chapter 2, article 11.” A.R.S. § 12-299(3) defines “Community punishment” to mean “programs for persons placed on supervised probation or intensive probation which are established pursuant to this article and provide for increased conditions of probation and community based programs and services that emphasize supervision, surveillance, control, public protection, community work service, restitution and victims’ rights and that provide opportunities for rehabilitation and treatment.” All expenditures from the CPP Fines program must be consistent with the purposes set forth in A.R.S. §12-299.01.

COCONINO COUNTY
SUPERIOR COURT
(GRANTEE)

By

Honorable Mark R. Moran
Superior Court Presiding Judge

Date 4/19/19

ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE
OF THE COURTS

By

Mike Baumstark
Deputy Director
Administrative Office of the Courts
### Adult Probation FY20 Final Funding Modifications

<table>
<thead>
<tr>
<th>Description</th>
<th>Current FY19 Budget</th>
<th>Budget Adjustment</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Current Year Grant R</td>
<td>1077.18.1803.0000.0000.461.351550.</td>
<td>(927,046)</td>
</tr>
<tr>
<td>Fund 1001 E</td>
<td>1077.18.1803.0000.0000.592.931001.</td>
<td>198,235</td>
</tr>
<tr>
<td>State Current Year Grant R</td>
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<tr>
<td>Fund 1077 E</td>
<td>1001.07.0799.1930.0000.952.951077.</td>
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</tr>
<tr>
<td>Fund 1078 E</td>
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<td>($209,206.00)</td>
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<tr>
<td>Fund 1009 E</td>
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<td>State Current Year Grant R</td>
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<tr>
<td>Fund 1001 E</td>
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<td>($16,090.00)</td>
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<tr>
<td>Fund 1082 E</td>
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<tr>
<td>Medical Services-1099 E</td>
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<td>$161,000.00</td>
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### Revised FY19 Budget

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(936,257)</td>
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<tr>
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<td>(189,024)</td>
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<tr>
<td></td>
<td>(956,591)</td>
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</tr>
<tr>
<td></td>
<td>(188,052)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>188,052</td>
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<tr>
<td></td>
<td>(143,089)</td>
<td></td>
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<td></td>
<td>19,010</td>
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<tr>
<td></td>
<td>661</td>
<td></td>
</tr>
<tr>
<td></td>
<td>211,000</td>
<td></td>
</tr>
</tbody>
</table>
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Theresa Munoz, Executive Assistant to the Board of Supervisors

SUBJECT: Consideration and possible action to approve Community Grant funding request from District 1 in the amount of $100.00, District 2 in the amount of $200.00 and District 3 in the amount of $100.00, for a total of $400.00, to Native Americans for Community Action to assists with costs associated with holding the Annual Sacred Mountain Prayer Run.

RECOMMENDED MOTION:

Approve Community Grant funding request from District 1 in the amount of $100.00, District 2 in the amount of $200.00 and District 3 in the amount of $100.00, for a total of $400.00, to Native Americans for Community Action to assists with costs associated with holding the Annual Sacred Mountain Prayer Run.

BACKGROUND:

Native Americans for Community Action (NACA) is a local non-profit organization. The mission of NACA is to provide preventative wellness strategies, empower, and advocate for Native peoples and others in need to create a healthy community based on harmony, respect, and indigenous values. Funds are being requested to conduct a community event known as the Sacred Mountain Prayer Run. The run is open and available to all citizens who wish to participate and is a community event. One hundred percent of the proceeds of the run go to NACA Supportive Services Program. The Sacred Mountain Prayer Run promotes health and purification of the body and soul.

ALTERNATIVES:

The alternative is to not fund the application.

FISCAL IMPACT:

Each contributing District's Community Grant Fund account will be reduced according to the amount approved.
ATTACHMENTS:

1 – Staff Report
2 - BOS - CIG Application
**Community Grant Program Application**

**Native Americans for Community Action, Inc. (NACA)**

Name of Organization

<table>
<thead>
<tr>
<th>Type of Organization</th>
<th>SSN/EIN: 86-0268489</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Government, Private, Non-Profit, etc...)</td>
<td>Federal Employer ID Number (Please attach W9)</td>
</tr>
</tbody>
</table>

NACA offers Primary Health Care, Diabetes Education and Prevention, a Wellness Program, Tobacco Education and Prevention, Substance Abuse Services and Mental Health Services, Parenting Classes, and Suicide Prevention. It also provides Supportive Social Services, Economic Development, Pathways Youth Program, Workforce Development and Training.

**Type of Service(s) Provided by Organization**

| June 01, 2019 | $1,500.00 |
| Date(s) of Event/Program | Total Amount Requested |

**Organization Address**

2717 North Steves Blvd, Suite 11, Flagstaff, Arizona 86004

**Contact**

<table>
<thead>
<tr>
<th>Dorothy Gishie</th>
<th><a href="mailto:ddgishie@nacainc.org">ddgishie@nacainc.org</a></th>
<th>(928) 526-0708</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address</td>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td>(928) 526-2968 ext: 126</td>
<td>(928) 606-1941</td>
<td>(928) 606-1941</td>
</tr>
<tr>
<td>Daytime Phone</td>
<td>Evening Phone</td>
<td>Cell Phone</td>
</tr>
</tbody>
</table>

Please indicate the amount requested from each District:

<table>
<thead>
<tr>
<th>Dist. 1: $300.00</th>
<th>Dist. 2: $300.00</th>
<th>Dist. 3: $300.00</th>
<th>Dist. 4: $300.00</th>
<th>Dist. 5: $300.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Art Babbott</td>
<td>Liz Arcinuea</td>
<td>Matt Ryan</td>
<td>Jim Parks</td>
<td>Lena Fowler</td>
</tr>
</tbody>
</table>

If funded, Check payable to:

**Native Americans for Community Action, Inc.**

**Dorothy Gishie, Overlook Program Manager**

Name of Organization

<table>
<thead>
<tr>
<th>Print Contact Name and Title</th>
</tr>
</thead>
</table>

2717 North Steves Blvd, Suite 11

Mailing Address

Flagstaff, Arizona 86004

City, State, Zip

Signature

March 26, 2019

Date

**BOARD APPROVAL**

Signed: 

Date: 

District 1: 

District 2: 

District 3: 

District 4: 

District 5: 

Page 1 of 3
COCONINO COUNTY BOARD OF SUPERVISORS

Community Grant Program Application

Native Americans for Community Action, Inc. (NACA)

Name of Organization

Non-Profit

Type of Organization (Government, Private, Non-Profit, etc...)

SSN/EIN: 86-0268489

Federal Employer ID Number (Please attach W-9)

NACA offers Primary Health Care, Diabetes Education and Prevention, a Wellness Program, Tobacco Education and Prevention, Substance Abuse Services and Mental Health Services, Parenting Classes, and Suicide Prevention. It also provides Supportive Social Services, Economic Development, Pathways Youth Program, Workforce Development and Training

Type of Service(s) Provided by Organization

June 01, 2019

Date(s) of Event/Program

$1,500.00

Total Amount Requested

2717 North Steves Blvd, Suite 11, Flagstaff, Arizona 86004

Organization Address

Dorothy Gishie
ddgishie@nacainc.org

(928) 526-0708

Contact Name

Fax

(928) 606-1941

Email Address

(928) 606-1941

Daytime Phone

Evening Phone

Please indicate the amount requested from each District:

Dist. 1: $300.00 Dist. 2: $200.00 Dist. 3: $300.00 Dist. 4: $300.00 Dist. 5: $300.00

Art Babbe
Liz Arciniega
Matt Ryan
Jim Farkas
Lena Fowler

If funded, Check payable to:

Native Americans for Community Action, Inc.

Dorothy Gishie, Overlook Program Manager

Name of Organization

Print Contact Name and Title

Mary Babbe 2/15/20

Mailing Address

Signature

2717 North Steves Blvd, Suite 11

March 26, 2019

City, State, Zip

Date

BOARD APPROVAL

Signed:________________________

Date:__________________________

District 1:______________________

District 2:______________________

District 3:______________________

District 4:______________________

District 5:______________________

Page 1 of 3
1. Describe specific service(s) provided using these funds:

Native Americans for Community Action, Inc. (NACA) respectfully submits this application as financial support to conduct the community event known at the Sacred Mountain Prayer Run (SMPR). The run is open and available to all citizens, it is a community event operated by NACA, a local non-profit organization. 100% of the proceeds of the run go to the NACA Supportive Services Program. NACA Supportive Services Program funds will be used for rental, utility, gasoline, food and local bus voucher assistances.

2. Describe the public service/public benefit that will be provided with the use of these funds (include any eligibility criteria):

The NACA SMPR is open to the public. This is the only annual fundraising event hosted by NACA. The Sacred Mountain Prayer Run is significant to both Native and non-Native people as it takes place at the base of the San Francisco Peaks, a sacred and spiritual place for many. Running promotes health and purification of the body and soul. The race is called a Prayer Run because of a practice initiated by Native Americans as a means of putting "action to our prayers". The Run also serves as a purification process: A runner may experience a process of individualized emotional, mental, physical and spiritual cleansing. The steep terrain mirrors the difficult times and struggles we all endure in our lives; completing the race brings forth a sense of accomplishment and goodness. The Run hosts activities for all, from a 10K path for the avid marathon runner to a 5K, and 2K Fun Family Walk. This Run has been a cornerstone of our community for 36 years.

3. Population served using these funds (include any eligibility criteria).

The general public is encouraged to participate in this annual run. The only criteria for running in this race include that you are fit to run and enjoy the course!

4. How will the success of the program be evaluated?

Having participation of 350 or more runners in this event will be deemed a success.

5. List other funding sources for this program:

NACA writes sponsorship letters to local and regional businesses. An kind contribution of space and salary will also be provided by the Social Services Administrator and NACA Administration (IDC). 100% of funds requested will be used for the operations of the race.

6. Has Coconino County funded this organization before? Yes X No

If yes, please describe how funds were used. Please include amount and confirm agreement and expense report has been submitted for previous funding.

NACA received $1,000.00 and it was used to pay for t-shirts for the SMPR. The expense report was submitted on July 17, 2018.

If yes, what difference did funding assistance have in the community?

The funds were used to off-set cost for the 2018 NACA SMPR. NACA was able to get revenue for our Supportive Services Program which helps NACA clients with rental, utility, educational enhancement awards, bus tickets and daily lunch sacks. We believe that individuals who are assisted with these funds come from all over the county supervisor districts. The funds we assist clients with truly help in alleviating some financial burden which people experience from time to time. This service is greatly needed for our clientele.
7. Total Project cost: $10,000.00

8. Total Amount Requested: $1,500.00

9. County Funding Assistance Budget: (Attach separate sheet, if necessary)

<table>
<thead>
<tr>
<th>Supplies and Equipment</th>
<th>$10,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel Expenses</td>
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</tr>
<tr>
<td>Conference Registration Fees</td>
<td>$0</td>
</tr>
<tr>
<td>Labor Costs or Contract Wages</td>
<td>$0</td>
</tr>
<tr>
<td>Other, please specify:</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$10,000.00</strong></td>
</tr>
</tbody>
</table>

10. Note any other information that will assist in the decision making process.

Due to funding limitations with grants, NACA has sponsored the Sacred Mountain Prayer run as a venue to raise funds yearly to assist individuals who are truly making a positive change in their lives. The NACA Supportive Services Program staff and administrative staff gives 100% in kind service so all proceeds generated for the program is 100% direct service.

By accepting a grant award from the Coconino County Board of Supervisors, Grantee acknowledges and agrees that:

1. Grantee will file a year-end report with the Clerk of the Board of Supervisors to confirm that the funds were spent for the purpose given. This report is due June 30th following the award, or within thirty (30) days of completing the event or activity funded by the grant.

2. Any funds not expended for the purpose(s) given shall be returned to the County by June 30th, or within thirty (30) days of event or activity funded by the grant unless written request is made for an extension of time to complete use of the funds.

3. This award is for funding only. No liability for any of Grantee’s activities is assumed by Coconino County. Grantee will indemnify, defend, and hold harmless Coconino County in the event of a claim or lawsuit arising out of Grantee’s activities. Grantee will assume all risks of the activity and will be solely responsible for any accidents or injuries to persons or property.

4. In some cases, depending on the nature of the activity being funded, the County may require a service contract and liability insurance from the Grantee to protect the County against losses.

Authorized signor for Grantee:

[Signature]

(Printed name)

Clerk to complete following Board approval:

Total amount of grant: $

Date of award:__________________________
Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

NATIVE AMERICANS FOR COMMUNITY ACTION, INC.

2. Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership). Other: single-member LLC that is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).

Exempt payee code (if any) ______________

Exemption from FATCA reporting code (if any) ______________

5. Address (number, street, and apt. or suite no.) (see instructions).

6. City, state, and ZIP code

7. List account number(s) here (optional)

Requester’s name and address (optional)

Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

Employer identification number

Part II - Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ____________________________

Date 2/19/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock and mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Consideration and possible action to appoint Amber Jones to the Coconino County African American Advisory Council for a six-year term to expire May 21, 2025.

RECOMMENDED MOTION:

Approve the appointment of Amber Jones to the Coconino County African American Advisory Council for a six-year term to expire May 21, 2025.

BACKGROUND:

The African American Advisory Council (AAAC) was organized in 2001 to review and make recommendations to the Board of Supervisors concerning existing and proposed city, county, state and federal issues affecting African Americans in Coconino County.

Ms. Jones resides in District 3. She has an interest in making a difference in her community by serving on the African American Advisory Council. She has lived in Flagstaff for 14 years, is a Northern Arizona University (NAU) alum, and mother of two.

ALTERNATIVES:

The Board may choose not to make the appointment or appoint at a different time.

FISCAL IMPACT:

There is no fiscal impact.

ATTACHMENTS:

1 - Staff Report
2 - APPLICATION
Application for County Boards, Commissions, Committees and Councils

**Personal Information**

<table>
<thead>
<tr>
<th>Name of the Board, Commission, Council or Committee you are interested in:</th>
<th>African American Advisory Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your Name</td>
<td>Amber Jones</td>
</tr>
<tr>
<td>Supervisor District</td>
<td>District 3 - Matt Ryan</td>
</tr>
<tr>
<td>Your Address</td>
<td>2897 Mesa Trail</td>
</tr>
<tr>
<td>Home Phone</td>
<td>9288148671</td>
</tr>
<tr>
<td>Work Phone</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:ambrjones324@gmail.com">ambrjones324@gmail.com</a></td>
</tr>
<tr>
<td>Fax Number</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Are you willing to abide by the Open Meeting and Open Records laws of the State of Arizona?</td>
<td>Yes</td>
</tr>
<tr>
<td>Are you willing to sign an Oath of Allegiance?</td>
<td>Yes</td>
</tr>
<tr>
<td>Number of hours you are able to commit to per month</td>
<td>6 - 10 hours per month</td>
</tr>
<tr>
<td>Do you have access to the Internet?</td>
<td>No</td>
</tr>
<tr>
<td>Are you able to attend meetings in Flagstaff?</td>
<td>Yes</td>
</tr>
</tbody>
</table>
Skills and Experience

**Why do you want to serve on this Board?**
I want to make a difference in my community. Flagstaff is an incredible place to live but as a person of color I find it can be isolating and uncomfortable. It can be difficult to build a community when 1 out of 4 houses are second homes and when a large fraction of the population are college students. As a Flagstaff resident for 14 years, an NAU alumni, and mother of two I am more dedicated than ever to help foster and build our community. Serving on the African American Advisory Board will be a great opportunity to serve others.

**What prior experience do you have on Boards?**
*Field not completed.*

**What skills and experience would you bring to the Board?**
*(Indicate type and years experience in reference to the Board you are interested in)*

<table>
<thead>
<tr>
<th>Field</th>
<th>Years of Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
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<tr>
<td>Building Professional</td>
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<td>Recreation</td>
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**Experience Continued**

<table>
<thead>
<tr>
<th>Field</th>
<th>Years of Experience</th>
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<td>Artist</td>
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<tr>
<td>Legal</td>
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<tr>
<td>Scientific</td>
<td>Biology</td>
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<tr>
<td>Medical</td>
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<tr>
<td>Financial</td>
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<tr>
<td>Scientific</td>
<td>Biology</td>
</tr>
<tr>
<td>Educator</td>
<td>University Teaching Assistant</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>Years of Experience</td>
<td>3</td>
</tr>
<tr>
<td>Environmental/ Land Use</td>
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</tr>
<tr>
<td>Years of Experience</td>
<td>Field not completed.</td>
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</table>

**Experience and Employment**

<table>
<thead>
<tr>
<th>Other Experience</th>
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</thead>
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<tr>
<td>Years of Experience</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Current Employer</td>
<td>Northern Arizona University</td>
</tr>
<tr>
<td>Job Title</td>
<td>Research Technician</td>
</tr>
<tr>
<td>Brief Description of Duties</td>
<td>Conduct research, analyze data, maintain lab equipment, manage student projects.</td>
</tr>
<tr>
<td>Past Employer</td>
<td>Northern Arizona University</td>
</tr>
<tr>
<td>Job Title</td>
<td>Graduate Research and Teaching Assistant</td>
</tr>
<tr>
<td>Brief Description of Duties</td>
<td>Conducted research, analyzed data, wrote papers. Taught laboratory portion of anatomy and physiology, general biology, and biological writing.</td>
</tr>
<tr>
<td>Past Employer</td>
<td>Northern Arizona University</td>
</tr>
<tr>
<td>Job Title</td>
<td>Undergraduate Research Assistant</td>
</tr>
<tr>
<td>Brief Description of Duties</td>
<td>Conducted research and aided others in the lab.</td>
</tr>
<tr>
<td>Resume Upload</td>
<td>Amber_Jones_Resume_.docx</td>
</tr>
</tbody>
</table>

Your application will be placed in our files and reviewed as we have openings. Openings on some Boards occur infrequently due to the length of term - up to 4 years.

Email not displaying correctly? [View it in your browser](#).
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Consideration and possible action to appoint Jean Ferguson, precinct 92; Brian Wieber, precinct 24; Ian Logan, precinct 25; Harold Kunnen, precinct 6; Tandie Askan, precinct 85; Dylan Askan precinct 85, as Republican Precinct Committeepersons, each for a term to expire October 1, 2020 and as requested by the Coconino County Republican party to fill vacancies created from lack of candidates during the 2018 election.

RECOMMENDED MOTION:

Appoint Jean Ferguson, precinct 92; Brian Wieber, precinct 24; Ian Logan, precinct 25; Harold Kunnen, precinct 6; Tandie Askan, precinct 85; Dylan Askan precinct 85, as Republican Precinct Committeepersons, each for a term to expire October 1, 2020 and as requested by the Coconino County Republican party to fill vacancies created from lack of candidates during the 2018 election.

BACKGROUND:

Arizona Revised Statutes 16-821.B states in part, “the board of supervisors upon the recommendation of the county chairman, or the recommendation of a committee designated in the bylaws of the county committee for that purpose, shall determine when a vacancy exists in the office of precinct committeeman. If a vacancy exists, the vacancy shall be filled by the board of supervisors from a list of names submitted by the county chairman of the appropriate political party.” ARS 38-291 defines vacancy.

In accordance with Arizona Revised Statutes, Title 16, Chapter 5, Article 2 Section 16-821.B and as requested by the Coconino County Republican Party Chair Joan Harris, the Republican Party has submitted the above names for appointment as Precinct Committeepersons by the Coconino County Board of Supervisors.

The Clerk of the Board of Supervisors has verified that a vacancy exists in the precincts listed. The Coconino County Elections Department has verified that the proposed committeepersons listed above are registered voters of the requested political party and registered to vote in the precincts requested for appointments.
ALTERNATIVES:
This is a statutory duty of the Board of Supervisors.

FISCAL IMPACT:
There is no fiscal impact.

ATTACHMENTS:
1 - Staff Report
2 - LETTER FROM REPUBLICAN PARTY
Coconino County Republican Committee

Joan Harris
Chairman
4178 S. Pheasant Run Drive
Flagstaff, AZ 86005-7073

E-mail: pcccrc0@gmail.com
Telephone: 928-226-0502

May 1, 2019

Clerk of the Board
Coconino County
Board of Supervisors
219 East Cherry Avenue
Flagstaff, AZ 86001

Re: Appointment of Precinct Committeeman

Please submit the following individual to the Board of Supervisors for appointment to the position of Republican Precinct Committeeman. My records indicate that there is an opening in Precinct 92.

Jean Ferguson
7460 Koch Field Road
Flagstaff, AZ 86004-1415
Precinct 92

When approved and the certificate is ready, please contact me and I will pick it up.

Thank you,

Joan Harris
Chairman
Coconino County Republican Committee
Coconino County Republican Committee

Joan Harris
Chairman
4178 S. Pheasant Run Drive
Flagstaff, AZ 86005-7073

E-mail: pcccrc0@gmail.com
Telephone: 928-226-0502

May 1, 2019

Clerk of the Board
Coconino County
Board of Supervisors
219 East Cherry Avenue
Flagstaff, AZ 86001

Re: Appointment of Precinct Committeeman

Please submit the following individual to the Board of Supervisors for appointment to the position of Republican Precinct Committeeman. My records indicate that there is an opening in Precinct 24.

Brian Wieber
3200 N. Country Club Drive
Flagstaff, AZ 86004
Precinct 24

When approved and the certificate is ready, please contact me and I will pick it up.

Thank you,

Joan Harris
Chairman
Coconino County Republican Committee
Coconino County Republican Committee

Joan Harris  
Chairman  
4178 S. Pheasant Run Drive  
Flagstaff, AZ 86005-7073

E-mail: pcrc0@gmail.com  
Telephone: 928-226-0502

May 7, 2019

Clerk of the Board  
Coconino County  
Board of Supervisors  
219 East Cherry Avenue  
Flagstaff, AZ 86001

Re: Appointment of Precinct Committeeman

Please submit the following individual to the Board of Supervisors for appointment to the position of Republican Precinct Committeeman. My records indicate that there is an opening in Precinct 25.

Ian Logan  
3142 N. Tam O'Shanter Drive  
Flagstaff, AZ 86004  
Precinct 25

When approved and the certificate is ready, please contact me and I will pick it up.

Thank you,

Joan Harris  
Chairman  
Coconino County Republican Committee
Coconino County Republican Committee

Joan Harris
Chairman
4178 S. Pheasant Run Drive
Flagstaff, AZ 86005-7073

E-mail: pccrc0@gmail.com
Telephone: 928-226-0502

May 7, 2019

Clerk of the Board
Coconino County
Board of Supervisors
219 East Cherry Avenue
Flagstaff, AZ 86001

Re: Appointment of Precinct Committeeman

Please submit the following individual to the Board of Supervisors for appointment to the position of Republican Precinct Committeeman. My records indicate that there is an opening in Precinct 6.

Harold Kunnen
2401 W. Rt. 66#88
Flagstaff, AZ 86001
Precinct 6

When approved and the certificate is ready, please contact me and I will pick it up.

Thank you,

Joan Harris
Chairman
Coconino County Republican Committee
Coconino County Republican Committee

Joan Harris
Chairman
4178 S. Pheasant Run Drive
Flagstaff, AZ 86005-7073

E-mail: pcccrc0@gmail.com
Telephone: 928-226-0502

May 7, 2019

Clerk of the Board
Coconino County
Board of Supervisors
219 East Cherry Avenue
Flagstaff, AZ 86001

Re: Appointment of Precinct Committeeman

Please submit the following individual to the Board of Supervisors for appointment to the position of Republican Precinct Committeeman. My records indicate that there is an opening in Precinct 85.

Tandie Askan
10580 Centerpine Loop
Flagstaff, AZ 86004
Precinct 85

When approved and the certificate is ready, please contact me and I will pick it up.

Thank you,

Joan Harris
Chairman
Coconino County Republican Committee
Coconino County Republican Committee

Joan Harris
Chairman
4178 S. Pheasant Run Drive
Flagstaff, AZ 86005-7073

E-mail: pcccrc0@gmail.com
Telephone: 928-226-0502

May 7, 2019

Clerk of the Board
Coconino County
Board of Supervisors
219 East Cherry Avenue
Flagstaff, AZ 86001

Re: Appointment of Precinct Committeeman

Please submit the following individual to the Board of Supervisors for appointment to the position of Republican Precinct Committeeman. My records indicate that there is an opening in Precinct 85.

Dylan Askan
10580 Centerpine Loop
Flagstaff, AZ 86004
Precinct 85

When approved and the certificate is ready, please contact me and I will pick it up.

Thank you,

Joan Harris
Chairman
Coconino County Republican Committee
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Consideration and possible action regarding appointment of Sarah Hunter to the Coconino County Inter-Tribal Advisory Council for a six-year term to expire June 4, 2025.

RECOMMENDED MOTION:

Approve the appointment of Sarah Hunter to the Coconino County Inter-Tribal Advisory Council for a six-year term to expire June 4, 2025.

BACKGROUND:

Ms. Hunter has requested to be on the County Inter-tribal Advisory Council. ITAC members have requested that she be appointed at the June 4 Board meeting. This is for a six-year term to expire June 4, 2025. Ms. Hunter resides at 1347 Hatcher Drive, which is located in Supervisor District 2.

Per Ms. Hunter's application, "Serving with ITAX would allow me to be an active member of a Council whose collective goal is to determine and report on the current needs for Native Americans. I would greatly appreciate an opportunity to work with the ITAC members. While I am a member of the Choctaw tribe, my sense of obligation stems more from being a citizen of Coconino County for over ten years and wanting to contribute with the interests of Native American constituents in mind."

Ms. Hunter's application shows that she has experience working with nonprofits, community outreach, event planning and coordination. She currently works as the Manager of Administration and Reports for NAU's Ecological Restoration Institute.

ALTERNATIVES:

The Board may choose not to appoint her to ITAC.
FISCAL IMPACT:

There is no fiscal impact with this appointment.

ATTACHMENTS:

1 - Staff Report
2 - APPLICATION
HI Theresa and Susie, please find the attached application for a request to be on the ITAC Council.

Lindsay

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Wednesday, April 10, 2019 4:19 PM
To: Daley, Lindsay <ldaley@coconino.az.gov>; Webber, Valerie <vwebber@coconino.az.gov>; Webmaster <webmaster@coconino.az.gov>
Subject: Online Form Submittal: Application for County Boards, Commissions, Committees and Councils

Application for County Boards, Commissions, Committees and Councils

Personal Information

Name of the Board, Commission, Council or Committee you are interested in: Inter-tribal Advisory Council (ITAC)

Your Name: Sarah Hunter

Supervisor District: District 2 - Liz Archuleta

Your Address: 1347 E Hatcher Drive

Home Phone: 5204292910

Work Phone: 9285237925

Email Address: sarah.hunter@nau.edu

Fax Number: Field not completed.

Are you willing to abide by the Open Meeting and

Yes
Open Records laws of the State of Arizona?

Are you willing to sign an Oath of Allegiance? Yes

Number of hours you are able to commit to per month 11 - 15 hours per month

Do you have access to the internet? Yes

Are you able to attend meetings in Flagstaff? Yes

Skills and Experience

Why do you want to serve on this Board? Serving with ITAC would allow me to be an active member of a Council whose collective goal is to determine and report on the current needs for Native Americans. I would greatly appreciate an opportunity to work with the ITAC members. While I am a member of the Choctaw tribe, my sense of obligation stems more from being a citizen of Coconino County for over ten years and wanting to contribute with the interests of Native American constituents in mind.

What prior experience do you have on Boards? Field not completed.

What skills and experience would you bring to the Board? (Indicate type and years experience in reference to the Board you are interested in)

Management Non-Profit

Years of Experience 10

Building Professional Field not completed.

Years of Experience Field not completed.

Recreation Field not completed.

Years of Experience Field not completed.

Experience Continued

Artist Visual

Years of Experience 10 (Painting, not professional)

Legal Field not completed.
Years of Experience | Field not completed.
---|---
Financial | Manager (Budgeting, Reporting)
Years of Experience | 5
Scientific | Field not completed.
Years of Experience | Field not completed.
Medical | Field not completed.
Years of Experience | Field not completed.
Educator | Field not completed.
Years of Experience | Field not completed.
Environmental/Land Use | Field not completed.
Years of Experience | Field not completed.

Experience and Employment

Other Experience | Community outreach, Event planning and coordination
Years of Experience | 10+
Current Employer | Ecological Restoration Institute (NAU)
Job Title | Manager of Administration and Reports
Brief Description of Duties | I manage the budgets and personnel, prepare budgets and budget narratives for grant proposals, supervise administrative staff, and prepare quarterly and annual reports to research sponsors (private companies, state agencies, federal agencies). I serve as a liaison to members of the community and agencies whenever needed.

Past Employer | Field not completed.
Job Title | Field not completed.
Brief Description of Duties | Field not completed.
Past Employer | Field not completed.
Job Title | Field not completed.
Brief Description of Duties | Field not completed.
Resume Upload | Field not completed.
Your application will be placed in our files and reviewed as we have openings. Openings on some Boards occur infrequently due to the length of term - up to 4 years.

Email not displaying correctly? View it in your browser.
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Norma Gallegos, Interim Community Services Director

SUBJECT: Consideration and possible action regarding approval of an Intergovernmental Agreement between Coconino County Community Services and the City of Flagstaff for the continued use of the Joe C. Montoya Community and Senior Center to operate the Senior Nutrition Program.

RECOMMENDED MOTION:

Approve an Intergovernmental Agreement between Coconino County Community Services and the City of Flagstaff for the continued use of the Joe C. Montoya Community and Senior Center to operate the Senior Nutrition Program.

BACKGROUND:

Coconino County Community Services administers a senior nutrition program funded by county general funds and grant funds awarded by Northern Arizona Council of Governments Area Agency on Aging (NACOG-AAA) through the Older Americans Act. One of these programs is administered at the Joe C. Montoya Community and Senior Center owned by the City of Flagstaff. The initial agreement governing this amiable working relationship was dated July 18, 1988. Subsequent agreements were approved by the Coconino county Board of Supervisors until the most recent Intergovernmental Agreement between Coconino County and City of Flagstaff dated December 17, 2013, expired on December 17, 2018. This five-year agreement is renewable for up to two (2) successive five (5) year terms.

The senior nutrition program at the Montoya Center includes congregate and home delivered meals in Flagstaff. Congregate meals are served at noon in Flagstaff to any senior age 60 and over. The dining room has the capacity to accommodate up to 60 people. Home delivered meals are prepared in the kitchen at the Montoya Center and delivered to homebound seniors and disabled adults who qualify.
ALTERNATIVES:

Declining this Intergovernmental Agreement may mean that the Coconino County Community Services senior services clients needing nutrition services would not have the vital nutrition services of Congregate and Home Delivered Meals. Senior services nutrition program would have to seek those services in another unknown location. Declining this Intergovernmental Agreement would also mean that Coconino County Community Services department would have to secure another approved food preparation and distribution site for Senior Congregate and Home Delivered Meals Services or return grant allocated funds to NACOG AAA.

FISCAL IMPACT:

The City of Flagstaff provides the cost of the Joe C. Montoya Center at no cost to Coconino County. Financial responsibilities of the County will only be for the expenses associated with the operation of its senior nutrition programs, including but not limited to the costs of food, supplies, telephones, vehicles, gasoline, liability insurance, and the maintenance and upkeep of all kitchen equipment. These costs are currently budgeted and approved in the FY19 budget and remain expected in future fiscal years.

ATTACHMENTS:

1 - Staff Report
2 - MONTOYA CENTER IGA
INTERGOVERNMENTAL AGREEMENT

by and between

Coconino County

and the

City of Flagstaff

This Intergovernmental Agreement ("Agreement") is made this ___ day of ___________, by and between COCONINO COUNTY, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona ("County") and the CITY OF FLAGSTAFF, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("City") for use of the Joe C. Montoya Community and Senior Center ("Center") for senior nutrition programs. The City and County may be referred to individually in this Agreement as a Party or collectively as Parties.

RECITALS

A. The Joe C. Montoya Community and Senior Center is a City-owned and operated facility located at 245 North Thorpe Park Road in Flagstaff.

B. The County operates its Senior Congregate and Meals on Wheels programs at the Center, using the kitchen for meal preparation Monday through Friday, the Allen Room for congregate meals, and the driveway for Meals on Wheels and deliveries.

C. Funding for the County nutrition programs is provided by Older American Act funds through the Area-Agency on Aging, Coconino County general funds, and participant and corporate donations.

D. The County's current use of the Center for its senior nutrition programs is governed by an intergovernmental agreement with the City dated March 6, 2014, which has a term of five years.

E. The County and the City desire to enter an intergovernmental agreement establishing the terms and conditions under which the County will continue to have access to the Center for the purpose of carrying out its senior nutrition programs.

NOW THEREFORE, pursuant to A.R.S. § 11-952, authorizing contracts between public agencies for services or the joint exercise of powers common to both, and the inherent powers of each Party to protect the health and welfare of its constituents, for and in consideration of the mutual obligations and covenants set forth herein, the Parties agree as follows:

AGREEMENT

1. DURATION AND TERMINATION.

This Agreement shall be effective on the date first set forth above and shall continue in force and effect for an Initial Term of five (5) years. Upon expiration of the Initial Term, this Agreement may be renewed for up to two (2) successive five (5) year terms (each a "Renewal Term") subject to the provisions of this IGA upon mutual written consent of the Parties. This Agreement may be terminated by either Party upon thirty (30) days written notice of termination delivered to the other Party. Either Party may terminate this Agreement if sufficient funding is no longer available to carry out that Party's responsibilities under the Agreement. This Agreement may be terminated by either Party without penalty or further obligation, in accordance with the provisions of Arizona Revised Statutes §38-511, in the event of the occurrence of any of the circumstances described in A.R.S. §38-511(A).
2. FUNDING: FINANCIAL RESPONSIBILITIES.
The County shall be responsible and pay for all expenses associated with the operation of its senior nutrition programs, including but not limited to, the costs of food, supplies, telephones, vehicles, gasoline, liability insurance, and the maintenance and upkeep of all kitchen equipment, appliances, drains, and other items necessary for the operation of the program. The County shall be responsible for obtaining and paying for all permits and inspections necessary to operate the senior nutrition programs. The County shall pay for all costs associated with the supervision of its senior nutrition program staff. Any kitchen improvements or replacement of large equipment or appliances must be approved by the City in advance. The County shall pay for repairing or replacing any kitchen equipment damaged as a result of the County's own negligent use of such equipment. Aside from the references to maintenance obligations in Section 6 below, the City shall maintain only the Center itself and pay for the upkeep and repair of the same. The County shall maintain and pay for the upkeep, repairs and/or replacement of the storage shed located outside the Center near the kitchen entrance.

3. UTILITIES.
The City shall pay for all utility costs in the Center (other than communications related utilities including but not limited to phone, fax and internet services).

4. SCHEDULING; USE OF BUILDING.
The County shall have use of the kitchen for all meal program events between 5:30 a.m. and 2:30 p.m. Monday through Friday. The County shall have use of the Allen Room for meal program events between 10:30 a.m. and 2:30 p.m. Monday through Friday. No other groups or events shall be scheduled in the kitchen or Allen Room during the times listed above, without prior notification. The County may use the kitchen and Allen Room at other times subject to City approval and space availability. Programs and events have priority use of the Allen room outside of the times allocated to the County as defined in this agreement. If the need arises that the City requires the use of the Allen room and/or kitchen during the County's allotted time slot, the City may, in its sole discretion, use the kitchen and/or Allen Room. Where possible, the City shall give the County a two (2) week notice prior to such use. However, in the event that no such prior notice is possible due to an emergency situation, the City shall not be required to give the County the two (2) week notice.

5. DAILY OPERATIONAL STANDARDS.
The County shall maintain the kitchen and Allen Room in a sanitary and safe condition at all times, per County health regulations. The County agrees to set up the Allen Room beginning at 10:30 a.m. and to clear the Allen Room beginning at 1:30 p.m. each day, Monday through Friday. County employees and volunteers will conduct themselves at all times in a professional and courteous manner while utilizing the kitchen at the Center.

The County agrees to clean off all tables and chairs prior to putting them away and to sweep and mop the floors to remove all debris after each serving. City staff will monitor clean up to ensure areas are ready for the next user group. County staff shall limit their activities, as much as possible, to the kitchen and Allen Room and shall keep other areas free of equipment and materials that may block or otherwise impair the use of the Center for other purposes. County staff shall alert the City of any special events, safety concerns, or repairs that are needed at the Center that the County becomes aware of under the course of its activities under this Agreement.

6. FACILITIES AND EQUIPMENT USE AND MAINTENANCE; SUPPLIES.
The County shall maintain all kitchen equipment in an operational and sanitary condition, in compliance with applicable County health requirements. The County shall not allow any entity other than the County and its employees to use the kitchen equipment during the County's scheduled use periods. The City shall take reasonable steps to ensure that dining or food supplies purchased by the County are not used by any
other entity without the express permission of the County. The County shall clearly identify and label its
dining and food supplies. As the kitchen and equipment are utilized extensively by the County, replacement
of and repairs to existing kitchen equipment shall be handled on a case by case basis to determine which
Party will be responsible for maintenance or replacement. These determinations will ultimately be made by
the City, after the matter is reviewed by the Center's Supervisor, Facilities Supervisor, and the Recreation
Services Director in cooperation with staff designated by the County. The County will pay for the
replacement of dining room tables as needed as they are used primarily for the meal program.

7. **EMPLOYMENT STATUS.**
County employees and volunteers associated with the senior nutrition programs shall at all times remain
employees of the County. The City shall not have supervisory authority or control over the day-to-day work
of the County employees or volunteers associated with the County's senior nutrition programs.

8. **INSURANCE.**
The County and the City shall each maintain sufficient liability insurance to cover each Party's respective
activities associated with this Agreement.

9. **INDEMNIFICATION.**
Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as
"Indemnitee") from and against any and all claims, losses, liability, costs or expenses, including reasonable
attorney fees, (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person,
including death, or property damage, but only to the extent that such Claims which result in vicarious or
derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct or other fault
of the Indemnitor, its officers, officials, agents, employees or volunteers.

10. **NOTICES.**
Any notice or other communication required or permitted to be given under this Agreement shall be in
writing and sent to the address given below for the Party to be notified, or to such other address, notice of
which is given in accordance with this Section:

If to the County: If to the City:

County Manager City Manager
219 East Cherry Avenue 211 West Aspen Avenue
Flagstaff, AZ 86001 Flagstaff, AZ 86001

11. **AUTHORITY TO CONTRACT.**
Each Party represents and warrants that it has full power and authority to enter into this Agreement and
perform its obligations hereunder and has taken all required acts or actions necessary to authorize the same.

12. **GOVERNING LAW.**
This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of
Arizona.

13. **DISPUTE RESOLUTION.**
Either Party shall have the right to litigate any disputes which arise under this Agreement. Any litigation
brought by either Party against the other to enforce the provisions of this Agreement must be filed in the
Coconino County Superior Court. In the event any action at law or in equity is instituted between the Parties
in connection with this Agreement, the prevailing Party in the action will be entitled to its costs including
reasonable attorneys' fees and court costs from the non-prevailing Party.
14. **AGENTS, EMPLOYEES, AND CONTRACTORS**
Agents, employees and contractors hired by a Party to provide services under this Agreement shall be and remain the agents, employees, and contractors of the hiring Party solely, and shall not be considered agents, employees, or contractors of the other Party.

15. **LEGAL WORKERS.**
As mandated by Arizona Revised Statutes § 41-4401, each Party (a) warrants the Party's compliance with all federal immigration laws and regulations that relate to the Party's employees and their compliance with Arizona Revised Statutes § 23-214(A); (b) acknowledges that a breach of the warranty in subsection (a) of this section shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement; and (c) retains the legal right to inspect the papers of any contractor or subcontractor employee who works pursuant to this Agreement to ensure compliance with the warranty.

16. **CONSTRUCTION.**
This Agreement shall be construed as a whole and in accordance with its fair meaning. This Agreement shall not be construed for or against either Party.

17. **INTEGRATION; MODIFICATION.**
Both Parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except as expressed in this Agreement, and that this Agreement constitutes the Parties' entire agreement with respect to the matters addressed. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded by and merged in this Agreement. This Agreement may be modified or amended only by written agreement signed by or for both Parties, and any such modification or amendment will become effective on the date so specified.

18. **NO ASSIGNMENT; BINDING EFFECT.**
This Agreement is not assignable by either Party. Any attempt to do so shall render the assignment null and void and the Agreement may be terminated immediately by the non-assigning Party.

19. **SEVERABILITY.**
In the event that a court of competent jurisdiction shall hold any part or provision of this Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect.

20. **WAIVER.**
No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, or of any other provision hereof, nor shall any waiver by either Party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach of this Agreement.

21. **HEADINGS.**
The headings used in this Agreement are for convenience only and are not intended to alter or affect the meaning of any provision of this Agreement.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

CITY OF FLAGSTAFF

[Signature]
Barbara Goodrich
City Manager

Dated: 5/3/19

Attest:

[Signature]
City Clerk

Dated: 5/3/19

Approved as to form and as to authority granted by law:

[Signature]
City Attorney

Dated: 4/30/19

COCONINO COUNTY

Matthew G. Ryan
Chairman, Board of Supervisors

Dated: _______________________

Attest:

[Signature]
Clerk of the Board

Dated: _______________________

Approved as to form and as to authority granted by law:

[Signature]
Deputy County Attorney

Dated: _______________________

21. | 06/04/2019 | Community Services | IGA with City of Flagstaff for use of Montoya Center | 6/4/2019 Page 7 of 7
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: William P. Ring, Coconino County Attorney

SUBJECT: Consideration and possible action regarding approval to transfer funds from ACJC to the FY19 Crime Victim Compensation Program, in the amount of $23,200, and associated budget amendment.

RECOMMENDED MOTION:

Approve the transfer funds from ACJC to the FY19 Crime Victim Compensation Program, in the amount of $23,200, and associated budget amendment.

BACKGROUND:

At the March 2019 ACJC Commission meeting the Commission approved an additional allocation of $13,200 for the Coconino County Crime Victim Compensation Program. At the May 2019 ACJC Commission meeting the Commission approved another additional allocation of $10,000, for a total of $23,200. The additional funding will be used for pending eligible claims for FY19.

ALTERNATIVES:

If the Board approves this budget amendment the Crime Victim Compensation Program will pay more eligible claims to crime victims in FY19. If the Board does not approve, fewer eligible crime victim compensation claims will be paid to crime victims in FY19.

FISCAL IMPACT:

This is an additional increase of revenue and expenses to Fund 1229. There is no impact to the General Fund.

ATTACHMENTS:

1 - Staff Report
2 - CRIME VICTIM COMPENSATION PROGRAM BUDGET AMEND
3 - CRIME VICTIM COMPENSATION PROGRAM
### FUND 1229 - Victim Compensation Program (ACJC Allocation)

<table>
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FUND 1229 - Victim Compensation Program (ACJC Allocation)

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<td>OPERATIONS TOTAL</td>
<td>144,160</td>
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<td></td>
<td>170,240</td>
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</tbody>
</table>
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Gary Krcmarik, Coconino County Court Administration

SUBJECT: Consideration and possible action regarding approval of the appointments of Charles Adornetto, Kevin Anderson, Mark Baron, Christine Brown, Amy Criddle, Charles Davies, Jared Holland, Ronald Johnson, Paul Julien, Lewis Levin, Daniel Luster, Gerald McCafferty, Rebecca Plevel, Robert Rantz, Michelle Ratner, Susan Slasor, James Speed and Joshua Steinlage, as Justices of the Peace Pro Tempore, for a twelve-month period from July 1, 2019, through June 30, 2020, on an as-needed basis.

RECOMMENDED MOTION:

Consideration and possible action regarding approval of the appointments of Charles Adornetto, Kevin Anderson, Mark Baron, Christine Brown, Amy Criddle, Charles Davies, Jared Holland, Ronald Johnson, Paul Julien, Lewis Levin, Daniel Luster, Gerald McCafferty, Rebecca Plevel, Robert Rantz, Michelle Ratner, Susan Slasor, James Speed and Joshua Steinlage, as Justices of the Peace Pro Tempore, for a twelve-month period from July 1, 2019, through June 30, 2020, on an as-needed basis.

BACKGROUND:

A judge pro tempore serves a critical role in the operation of the courts within the county. This “fill-in” role is necessary for meeting judicial time limits and for allowing the judges of the Justice Courts to be able to have time to fulfill his/her administrative duties as well as keeping reasonable hours and having the opportunity for an occasional vacation. Without the judges pro tempore the courts would soon find themselves overwhelmed and unable to administer justice as required. In addition, Flagstaff Justice Court has received authorization to employ a full-time judge pro tempore to assist with the volume of cases assigned to that court which is currently Judge Joshua Steinlage.
ALTERNATIVES:

The alternative would be to have no judicial coverage of the court when the sitting Justice of the Peace is out of the office.

FISCAL IMPACT:

Funding for these appointments is paid from regular or temporary wages of each respective Justice Court General Fund as well as from some Local JCEF and Court Enhancement Funds.

ATTACHMENTS:

1 - Staff Report
2 - AO SIGNED BY JUDGE MORAN
IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF COCONINO

In the Matter of the Appointment of Judge Pro Tempore. )
) ) ADMINISTRATIVE ORDER
) ) No. 2019-09
)

By virtue of the power vested in me as Presiding Judge of the Superior Court of Coconino County and recited in A.R.S. Section 22-121, I hereby appoint Charles Adornetto, Kevin Anderson, Mark Baron, Christine Brown, Amy Criddle, Charles Davies, Jared Holland, Ronald Johnson, Paul Julien, Lewis Levin, Daniel Luster, Gerald McCafferty, Rebecca Plevel, Robert Rantz, Michelle Ratner, Susan Slasor, James Speed and Joshua Steinlage, as Justice of the Peace Pro Tempore for a period commencing July 1, 2019, and expiring June 30, 2020.

IN WITNESS WHEREOF, I set my hand this 6 day of May, 2019.

[Signature]
HON. MARK R. MORAN
Presiding Judge
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Gary Krcmarik, Coconino County Court Administration

SUBJECT: Consideration and possible action regarding approval of the procurement of law books/website access from various vendors for the Coconino County Law Library/Self-Help Center for Fiscal Year 2020 in the total amount of $108,646.

RECOMMENDED MOTION:

Consideration and possible action regarding approval of the procurement of law books/website access from various vendors for the Coconino County Law Library/Self-Help Center for Fiscal Year 2020 in the total amount of $108,646.

BACKGROUND:

The Law Library procures legal reference publications and access to on-line legal research resources from the following proprietary/sole and single source publishers: Thomson/West Publishing Corporation, Matthew Bender, Lexis Nexis, West Law Database Access, Arizona Supreme Court, Aspen Publishers, Arizona Secretary of State, Arizona State Bar, the American Bar Association, CLE West, Rhode Island Law Press, and the Arizona State Legislature. These publications include state laws, state and federal case law, case law digests, legal encyclopedias and treatises, and legal forms.

West Publishing Corporation is the sole source vendor to the online legal database Westlaw and WestlawNext. While part of the content of the databases in this subscription is public information that can be extracted from various resources outside of West Publishing, no other vendor collects or compiles the information as they do. The Courts have determined that West Publishing Corporation is the only source that can provide the appropriate services required by the Law Library/Self-Help Center.
The American Association of Libraries lists these publications as core components to the county public law library. These resources and essential subject matters are part of the collections in the Law Library, the Superior Court divisions, Juvenile Court, and Court Administration. Law Library publisher costs increase at an average rate of 15% per year. Annually, the Law Library staff review the legal resources inventory and associated costs, and adjust accordingly to remain within the approved law book/research budget appropriation.

The Law Library is a vital resource for legal professionals, court staff, and members of the public. It is the only core law library collection in Northern Arizona. The Law Library makes available legal resources to attorneys and citizens representing themselves in court with the goal of providing access to justice.

**ALTERNATIVES:**

These vendors are sole source and single source, core components for county law libraries and the law library books/publications/website access.

**FISCAL IMPACT:**

The Coconino Library District contributes $104,739 annually to the Coconino County Law Library. The contribution supplements the law book budget fund along with Court fee revenue and a general fund contribution for a total law book resources budget appropriation of $108,646.

The Library District contribution allows the Law Library to maintain its core inventory and pay for annual publisher increases.

**ATTACHMENTS:**

1 - Staff Report
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Patty Hansen, Recorder

SUBJECT: Consideration and possible action regarding approval to purchase new voting and ballot tabulation equipment from Elections Systems & Software (ES&S), in the amount of $567,726.00.

RECOMMENDED MOTION:

Approve the purchase of new voting and ballot tabulation equipment from Elections Systems & Software (ES&S), in the amount of $567,726.00.

BACKGROUND:

The county's current voting and ballot tabulation equipment is currently outdated. Voting systems experts agree that equipment purchased in 2000 has a projected lifespan of 10 to 15 years. We purchased our optical scan tabulations and the computer server that runs the election management software in 2004 and our ADA touchscreen voting machines in 2006. The technology that is in the equipment is from the 1990's. The parts necessary to support the equipment in no longer produced or available from our vendor.

ES&S is one of only two voting and ballot tabulation vendors currently certified by the Arizona Secretary of State to sell voting and ballot tabulation equipment. The ES&S equipment is currently used by 12 other counties in Arizona. We are able to purchase this equipment under a Pima County RFP 134018 and contract through the SAVE cooperative agreement.

The County Recorder discussed the equipment purchase with the Board of Supervisors during a May 14, 2019 work session.

The mechanics of democracy are too important to rely on outdated equipment that are increasingly prone to failure.
ALTERNATIVES:

Not approve the purchase and keep using our outdated voting equipment.

FISCAL IMPACT:

$567,726. There is currently $270,889 in the county voting equipment replacement fund. The Board had also set aside additional funds for the purchase of new voting equipment in this fiscal year.

ATTACHMENTS:

1 – Staff Report
2 – Sales Order Agreement
## Sales Order Agreement

Customer Contact, Title: Patty Hansen  
Customer Name: Coconino County, Arizona  
Customer P.O. #:  
1st Election Date: August 2019  
Estimated Delivery Date: June 2019  
Phone Number: (928) 679-7860  
Fax Number: (928) 679-7131

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Third Party Items $14,141.00

Software ElectionWare Software - PYO Standard $29,500.00

Network Installation EMS Network Pre-Installation Staging with Onsite Delivery $6,900.00

Equipment Installation (1st Unit) $1,925.00

Equipment Installation (Additional Unit) $1,000.00

Project Management Day $1,700.00

---

Type of Sale: NEW  
Type of Equip: NEW

Coconino County, Arizona  
Patty Hansen  
219 E. Cherry  
Flagstaff, AZ  86001

---

219 E. Cherry  
Flagstaff, AZ  86001
# Sales Order Agreement

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**Order Total** $567,726.00

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<td>Dan Clark</td>
<td>Regional Sales Manager</td>
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<td>Customer Signature</td>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>V.P. of Finance</td>
<td>Date</td>
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</table>

**Trade-In Equipment:**
ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

**Payment Terms**
- $283,863.00 of Order Total due within Thirty (30) Calendar Days of Contract Execution.
- $283,863.00 of Order Total will be invoiced as individual line items are delivered to Customer.
- Invoices are due net 30 from invoice date.
- Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.
- Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

**Warranty Period (Years):** One (1) Year From Equipment Delivery

**Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)**
The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE GENERAL TERMS AND CONDITIONS

---

Date: 5/24/2019
1. Purchase/License Terms. Subject to the terms and conditions of this Agreement, ES&S agrees to sell and license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software, and ES&S Firmware described herein for the use and benefit of Customer and the Jurisdiction for the Initial License Term. The ES&S Equipment and ES&S Software are collectively referred to hereinafter as the “ES&S Software.”

2. Grant of Licenses. Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide required due to changes in state law, ES&S reserves the right to charge Customer for the following:

3. Prohibited Uses. Customer shall not take any of the following actions with respect to the ES&S Software or the Documents:

4. Term of Licenses. The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a one (1) year period (the “Initial License Term”). Upon expiration of the Initial License Term, Customer shall automatically renew for an unlimited number of successive one-year periods (each a “License Renewal Term”) upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front of this Agreement. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 4 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer’s failure to pay all amounts due, Customer shall immediately return all ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. Updates. During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate documentation (“Updates”). ES&S shall be responsible for preparing the Updates and testing them prior to their release. Customer is responsible for installing the Updates as they are released by ES&S. Customer must use the Updates within the time period specified by ES&S in order to be entitled to them.

6. Delivery. Risk of Loss. The Estimated Delivery Dates and First Election Use (if any) set forth in this Agreement are estimates and may be delayed or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer in writing of any delay, and the exact date of delivery will be determined by ES&S. The title to the ES&S Equipment and ES&S Software sold and licensed under this Agreement shall pass to the Jurisdiction upon transfer of risk of loss to Customer.

7. Warranty. a. ES&S Equipment/ES&S Software. ES&S warrants that for a one (1) year period (the “Warranty Period”), it will repair or replace any component of the ES&S Equipment or ES&S Software that, after reasonable inspection, is found to be defective in material respects, or (i) is defective in material respects, or (ii) is defective in material respects. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any component of the ES&S Equipment or ES&S Software that is considered by ES&S to be normal wear and tear. The Warranty shall also not apply to any component of the ES&S Equipment or ES&S Software that is damaged due to customer misuse, abuse or negligence.

8. Limitation of Liability. Neither party shall be liable for any indirect, incidental, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement, whether in contract, tort (including negligence), or any other theory of liability. In no event shall ES&S be liable for any claim, damage, loss, judgment, penalty, cost, amount paid in satisfaction of a judgment or penalty, or (3) the due date of any payment, Customer shall pay any and all amounts due to ES&S hereunder. ES&S warrants that for a one (1) year period

9. Proprietary Rights. Customer acknowledges and agrees as follows:

10. Termination. This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notice thereof from the non-breaching party.

11. Disputes. a. Payment of Undisputed Amounts. In the event of a dispute between the parties regarding payment for services which has not yet been provided, or for ES&S warrants that for a one (1) year period (the “Warranty Period”), it will repair or replace any component of the ES&S Equipment or ES&S Software that, after reasonable inspection, is found to be defective in material respects, or (i) is defective in material respects, or (ii) is defective in material respects. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any component of the ES&S Equipment or ES&S Software that is considered by ES&S to be normal wear and tear. The Warranty shall also not apply to any component of the ES&S Equipment or ES&S Software that is damaged due to customer misuse, abuse or negligence.

12. Remedies for Past Due Undisputed Payments. If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest at the annual rate of one and one-half times the lesser of the就不在这里了 and the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

13. Compliance with Laws. ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment or ES&S Software will be (a) in all respects in conformity with applicable laws, and (b) in all respects authorized for use by federal, state and local governments.
requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Equipment and ES&S Software, including all components will be provided to Customer with a hardened network for the election management software ("EMS"), in accordance with the guidelines of the United States Election Assistance Commission. During the Term of this Agreement, in the event Customer fails to maintain EMS in the hardened network or allows any internal or external access to the hardened network, Customer agrees to indemnify and hold harmless ES&S from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer’s breach of its obligations hereunder.

14. Voting System Reviews. In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications to the applicable federal and state laws and regulations, Customer reserves the right to request and receive certified copies of any or all of the above policies and/or ES&S Software that may result from such Reviews; and

(i) Customer’s pro-rata share of such Review costs;
(ii) Customer’s pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such Reviews; and
(iii) the total cost of any third party items that are required in order for the ES&S Equipment and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer’s pro-rata share of the costs included under subsections 14(ii) and 14(iii) above shall be determined at the time by dividing the number of registered voters in Customer’s jurisdiction by the total number of registered voters in all counties in Customer’s state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

15. Insurance. ES&S shall provide and maintain and cause its subcontractors to provide and maintain appropriate insurance acceptable to the Customer. In No event will the total coverage be less than the minimum insurance coverage specified below.

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

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.

Cyber Liability in an amount not less than Two Million Dollars ($2,000,000) per occurrence/Two Million Dollars ($2,000,000) 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.

A Certificate of Insurance for workers’ compensation coverage. The insurer must agree to waive all rights of subrogation against the Customer, its officers, employees, and volunteers for all costs associated with the privacy or security breach including the costs of: professional external Information Technology services to contain and or: restore, and provide services to the Customer; an external communications firm services to provide call center services, press releases, and answer questions related to the breach for those affected, regulatory fines, penalties or assessments levied against Customer as a result of the breach including State, Federal, PCI, and, and shall fully indemnify Customer for any third party claims resulting on account of loss of or damage to any property or for injuries to or death of any person.

17. Confidentiality. The parties to this Agreement shall comply with all applicable local, state, and federal confidentiality and privacy laws and regulations. Nothing in this Agreement shall require or be construed to require either party to violate such provisions of law or subject either party to liability or render such party to breach of this Agreement for adhering to such provisions of law. Confidential Information may include, but is not limited to personally identifiable information such as name, social security number, date of birth, and address.

Neither party shall disclose or use any confidential or proprietary information of the other party. The parties agree to take all reasonable and appropriate action to protect disclosure of confidential information by its employees, agents, subcontractors. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement.

18. Entire Agreement. This Agreement, including all Exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, is the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall prevail. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a “state actor” for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the services, equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8, 9, 11(b), 12-18 these General Terms shall survive the termination of this Agreement, to the extent applicable.

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 Customer 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 ES&S, 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 which are oral or written, or workers’ compensation claims, or Unemployment Disability Compensation claims of employees of ES&S and/or its subcontractors or claims under similar such laws or obligations. ES&S’s obligations under this paragraph do not extend to any liability caused by the sole negligence of the Customer or its employees.

In the event that there is a breach of confidential or private information from Customer data due to any actual act, omission, professional error, fault, mistake, or negligence of ES&S, 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 which are oral or written, or workers’ compensation claims, the Customer shall have the right to conduct a forensic investigation to determine cause, and scope of the breach including who may have been affected by the breach, services to research and identify current address information to contact those affected, third party notification services, third party identity theft, and identity restoration insurance and or services, legal services and advices relating to the security failure or privacy event, an external communications firm services to provide call center services, press releases, and answer questions related to the breach for those affected, regulatory fines, penalties or assessments levied against Customer as a result of the breach including State, Federal, PCI, and, and shall fully indemnify Customer for any third party claims resulting on account of loss of or damage to any property or for injuries to or death of any person.

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

Upon the execution of this Agreement by ES&S, ES&S will furnish the Customer with copies of the Certificates of Insurance drawn in conformity with the above insurance requirements. The Customer 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 ES&S to procure and maintain the required liability insurance and provide proof thereof to the Customer within ten (10) days following the commencement of a new policy, will constitute a material breach of the Agreement upon which the Customer may immediately terminate the Agreement.

ES&S 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 is attached to the Purchase Order. No delay or Sole Proprietorship Work will be performed. Cut off ten (10) days of signing this Agreement. The insurer must agree to waive all rights of subrogation against the Customer, its officers, agents, employees and volunteers for losses arising from work performed by ES&S for the Customer.

16. Indemnification. ES&S will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless the Customer and/or any of its agents, officials and employees from and any and all claims, demands, suits, actions, proceedings, losses, costs and/or
EXHIBIT A
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. Term; Termination. This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the “Term”). Upon expiration of the Term, this Agreement may be renewed by the parties upon terms and conditions as may be mutually agreed upon in writing by the parties. This Agreement may be terminated by the first to occur of (a) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (d), which will require no notice), (b) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (c) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer’s jurisdiction, or (d) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this Exhibit A is terminated pursuant to subsection 1(b) or 1(c) above.

2. Fees. In consideration for ES&S’ agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Term are due as set forth on Schedule A1. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Term, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II
HARDWARE

1. Maintenance Services. The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the “Products”) shall be subject to the following terms and conditions:

   a. Routine Maintenance Services. An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted (“Normal Working Condition”). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as “Routine Maintenance Services. Routine Maintenance Services shall be provided once each Twenty-Four (24) Months during the Term. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Term. Any such request shall be made at
least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer’s Designated Location. Customer’s “Designated Location” shall mean Customer’s owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as “Repair Services”. ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer’s Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S’ then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide “emergency” Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer’s request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a “Loaner Unit”). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S’ then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also
refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days within the Term for which such fee was paid and the denominator of which is the total number of days within the Term.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products during the Term. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products’ Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Term expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S’ then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S’ invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer’s expense with respect to the cost of any labor (charged at ES&S’ then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

**ARTICLE III**

**SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services (“Software License, Maintenance and Support”) for the ES&S Software and ES&S Firmware (collectively, “ES&S Software”), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party’s obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During Term, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer’s failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by
Customer as a result of items set forth in this Section 3 or as a result of Customer’s actions or inactions shall be billable to Customer at ES&S’ then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Term expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Term not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.
# Schedule A1
## Pricing Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Refer To</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ES&amp;S Hardware Maintenance Fees</td>
<td>ES&amp;S Hardware Maintenance Description and Fees Below</td>
<td>$51,850.00</td>
</tr>
<tr>
<td>ES&amp;S Software License, Maintenance and Support Fees</td>
<td>ES&amp;S Software License, Maintenance and Support Description and Fees Below</td>
<td>$123,860.00</td>
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<tr>
<td>ES&amp;S Firmware License, Maintenance and Support Fees</td>
<td>ES&amp;S Firmware License, Maintenance and Support Description and Fees Below</td>
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**Total Maintenance Fees for the Initial Term:** $212,330.00

**Payment Terms:**
ES&S shall Invoice Customer annually for each year of the Initial Term. Payment is due before the start of each period within the Initial Term.

**Terms & Conditions:**

**Note 1:** Any applicable state and local taxes are not included, and are the responsibility of Customer.

**Note 2:** In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term.
## ES&S Hardware Maintenance Description and Fees

Initial Term: Expiration of the Warranty Period through the fourth anniversary thereof

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Coverage Period</th>
<th>Annual Maintenance Fee Per Unit</th>
<th>Maintenance Fee In Total</th>
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<tr>
<td>6</td>
<td>Model DS200 Scanner</td>
<td>Year 1</td>
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<td>$885.00</td>
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<td>2</td>
<td>Model DS450 Scanner</td>
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Total Hardware Maintenance Fees for the Term | $51,850.00

**Note 1:** The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-month period shall be 75% of the then current maintenance fee per unit.

**Note 2:** Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

**Note 3:** Customer’s Designated Location: Coconino County, Arizona

**Note 4:** The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be $25.00 per unit for all units located at second or more locations.

**Hardware Maintenance Services Provided by ES&S Under this Schedule A1**

1. Telephone Support.
2. Issue Resolution.

3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

   - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
     - Service performed by an ES&S trained and certified technician.
     - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
     - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
     - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
     - Use of a checklist tailored for each piece of ES&S Equipment.

5. Repair Services.
   - Customer will receive coverage for interim repair calls.
     - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
     - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

   - Customer has access to the ES&S Help Desk for assistance.
   - The customer receives priority on service calls.
   - The customer receives priority on response time.
   - The customer receives priority on certified ES&S parts inventory.

**Note:** Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.
ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
SOFTWARE

Initial Term: Expiration of the Warranty Period through the fourth anniversary thereof

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Coverage Period</th>
<th>Software License, Maintenance and Support Fee In Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ElectionWare Software – PYO Standard</td>
<td>Year 1</td>
<td>$29,500.00</td>
</tr>
<tr>
<td>1</td>
<td>Synthesized Audio Capability – Each Additional Language</td>
<td>Year 1</td>
<td>$1,465.00</td>
</tr>
<tr>
<td></td>
<td>Total License, Maintenance and Support Fees for Year 1</td>
<td></td>
<td>$30,965.00</td>
</tr>
<tr>
<td>1</td>
<td>ElectionWare Software – PYO Standard</td>
<td>Year 2</td>
<td>$29,500.00</td>
</tr>
<tr>
<td>1</td>
<td>Synthesized Audio Capability – Each Additional Language</td>
<td>Year 2</td>
<td>$1,465.00</td>
</tr>
<tr>
<td></td>
<td>Total License, Maintenance and Support Fees for Year 2</td>
<td></td>
<td>$30,965.00</td>
</tr>
<tr>
<td>1</td>
<td>ElectionWare Software – PYO Standard</td>
<td>Year 3</td>
<td>$29,500.00</td>
</tr>
<tr>
<td>1</td>
<td>Synthesized Audio Capability – Each Additional Language</td>
<td>Year 3</td>
<td>$1,465.00</td>
</tr>
<tr>
<td></td>
<td>Total License, Maintenance and Support Fees for Year 3</td>
<td></td>
<td>$30,965.00</td>
</tr>
<tr>
<td>1</td>
<td>ElectionWare Software – PYO Standard</td>
<td>Year 4</td>
<td>$29,500.00</td>
</tr>
<tr>
<td>1</td>
<td>Synthesized Audio Capability – Each Additional Language</td>
<td>Year 4</td>
<td>$1,465.00</td>
</tr>
<tr>
<td></td>
<td>Total License, Maintenance and Support Fees for Year 4</td>
<td></td>
<td>$30,965.00</td>
</tr>
<tr>
<td></td>
<td>Total Software License, Maintenance and Support Fees for the Term</td>
<td></td>
<td>$123,860.00</td>
</tr>
</tbody>
</table>

ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE

Initial Term: Expiration of the Warranty Period through the fourth anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Coverage Period</th>
<th>Annual Firmware License, Maintenance and Support Fee Per Unit</th>
<th>Firmware License, Maintenance and Support Fee In Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Model DS200 Scanner</td>
<td>Year 1</td>
<td>$80.00</td>
<td>$480.00</td>
</tr>
<tr>
<td>2</td>
<td>Model DS450 Scanner</td>
<td>Year 1</td>
<td>$1,575.00</td>
<td>$3,150.00</td>
</tr>
<tr>
<td>Qty</td>
<td>Description</td>
<td>Coverage Period</td>
<td>Annual Firmware License, Maintenance and Support Fee Per Unit</td>
<td>Firmware License, Maintenance and Support Fee In Total</td>
</tr>
<tr>
<td>-----</td>
<td>-----------------------------------</td>
<td>----------------</td>
<td>-------------------------------------------------------------</td>
<td>--------------------------------------------------------</td>
</tr>
<tr>
<td>85</td>
<td>ExpressVote BMD Terminal</td>
<td>Year 1</td>
<td>$65.00</td>
<td>$5,525.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total License, Maintenance and Support Fees for Year 1</strong></td>
<td></td>
<td></td>
<td><strong>$9,155.00</strong></td>
</tr>
<tr>
<td>6</td>
<td>Model DS200 Scanner</td>
<td>Year 2</td>
<td>$80.00</td>
<td>$480.00</td>
</tr>
<tr>
<td>2</td>
<td>Model DS450 Scanner</td>
<td>Year 2</td>
<td>$1,575.00</td>
<td>$3,150.00</td>
</tr>
<tr>
<td>85</td>
<td>ExpressVote BMD Terminal</td>
<td>Year 2</td>
<td>$65.00</td>
<td>$5,525.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total License, Maintenance and Support Fees for Year 2</strong></td>
<td></td>
<td></td>
<td><strong>$9,155.00</strong></td>
</tr>
<tr>
<td>6</td>
<td>Model DS200 Scanner</td>
<td>Year 3</td>
<td>$80.00</td>
<td>$480.00</td>
</tr>
<tr>
<td>2</td>
<td>Model DS450 Scanner</td>
<td>Year 3</td>
<td>$1,575.00</td>
<td>$3,150.00</td>
</tr>
<tr>
<td>85</td>
<td>ExpressVote BMD Terminal</td>
<td>Year 3</td>
<td>$65.00</td>
<td>$5,525.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total License, Maintenance and Support Fees for Year 3</strong></td>
<td></td>
<td></td>
<td><strong>$9,155.00</strong></td>
</tr>
<tr>
<td>6</td>
<td>Model DS200 Scanner</td>
<td>Year 4</td>
<td>$80.00</td>
<td>$480.00</td>
</tr>
<tr>
<td>2</td>
<td>Model DS450 Scanner</td>
<td>Year 4</td>
<td>$1,575.00</td>
<td>$3,150.00</td>
</tr>
<tr>
<td>85</td>
<td>ExpressVote BMD Terminal</td>
<td>Year 4</td>
<td>$65.00</td>
<td>$5,525.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total License, Maintenance and Support Fees Year 4</strong></td>
<td></td>
<td></td>
<td><strong>$9,155.00</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Total Firmware License, Maintenance and Support Fees for the Term</strong></td>
<td></td>
<td></td>
<td><strong>$36,620.00</strong></td>
</tr>
</tbody>
</table>

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer’s ES&S Web-based portal.

**Note:** Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
   - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
   - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
• Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.

2. Customer shall have reviewed a complete set of User Manuals.

3. Customer shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the Customer, unless otherwise agreed upon in writing by the parties.

4. Customer shall be responsible for data extraction from Customer voter registration system.

5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.

6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon in writing by the parties.

7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer’s network.

8. Customer shall be responsible for the resolution of any errors associated with the Customer’s network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S’ Equipment and Software.

9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.

10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S’ then current rates.
EXHIBIT B  
THIRD PARTY ITEMS

Customer acknowledges that ES&S is purchasing the Third-Party items set forth herein ("Third Party Items") for resale to Customer, and that the proprietary and intellectual property rights to the Third-Party Items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the payment to ES&S for the Third-Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the Third-Party Items which are provided to ES&S.

<table>
<thead>
<tr>
<th>Qty Ord.</th>
<th>Description</th>
<th>Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>EMS FILE SERVER</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>DELL POWEREDGE T430</td>
<td>$7,794.00</td>
<td>$7,794.00</td>
</tr>
<tr>
<td></td>
<td>- PowerEdge T430 Server</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- PE Server FIPS TPM 1.2v2 CC</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Chassis with up to 8, 3.5&quot; Hot Plug Hard Drives, Tower Configuration</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Intel® Xeon® E5-2630 v4 2.2GHz, 25M Cache, 8.00GT/s QPI, Turbo, HT, 10C/20T (85W) Max Mem 2133MHz</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- 1 CPU Standard</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- 2400MT/s RDIMMS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- 8GB RDIMM, 2400MT/s, Single Rank, x8 Data Width</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- RAID 1+ RAID 10 for H330/H730/H730P (2 + 4-14 HDDs or SSDs)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- PERC H730 RAID Controller, 1GB NV Cache</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- (6) 2TB 7.2K RPM SATA 6Gbps 3.5&quot; Hot-Plug Hard Drive</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- On-Board LOM</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- iDRAC8, Basic</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- DVD+/−RW, SATA, Internal</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Dual, Hot-Plug, Redundant Power Supply (1+1), 750W</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- (2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Keyboard and Optical Mouse, USB, Black, English</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Windows Server 2016, Standard Ed, Factory Inst, No MED, 2SKT, 2VM, NO CAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Windows Server 2016, STD Ed, Media Kit w/Factory Inst ENT DGRD Images</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- 5-pack of Windows: Server 2016 Device CALs (Standard or Datacenter)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- 5 Year ProSupport and NBD On-Site Service</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>DELL E2216H 21.5&quot; WIDE LED LCD VGA DP MONITOR 3YR</td>
<td>$214.00</td>
<td>$214.00</td>
</tr>
<tr>
<td>1</td>
<td>6’ VGA M/M MONITOR CABLE</td>
<td>$8.00</td>
<td>$8.00</td>
</tr>
<tr>
<td>1</td>
<td>*SYMANTEC ENDPOINT PROTECTION 14.0.1</td>
<td>$61.00</td>
<td>$61.00</td>
</tr>
<tr>
<td>1</td>
<td>UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 1500 VA (SERVERS)</td>
<td>$302.00</td>
<td>$302.00</td>
</tr>
<tr>
<td>1</td>
<td>*CERBERUS FTP PRO 9.0.3.1 (NETWORKED DS450)</td>
<td>$799.00</td>
<td>$799.00</td>
</tr>
<tr>
<td></td>
<td><strong>EMS WORKSTATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>DELL OPTIPLEX 5050 (DESKTOP)</td>
<td>$1,620.00</td>
<td>$3,240.00</td>
</tr>
</tbody>
</table>
- OptiPlex 5050 SFF XCTO
- Intel Core i5-6500 Processor (Quad Core, 6MB, 4T, 3.2GHz, 65W)
- OptiPlex 5050 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze)
- TPM Enabled
- 8GB DDR4 2400MHz (8GBX1) Memory
- 3.5 inch 500GB 7200rpm Hard Disk Drive
- AMD Radeon R5 430, 2GB (DP,SL-DVI-I)
- DVD+/-RW Bezel, Small Form Factor
- No Out-of-Band Systems Management
- Chassis Intrusion Switch SFF
- Dell KB216 Wired Multi-Media Keyboard English Black
- Dell MS116 Wired Mouse, Black
- Adobe Reader 11
- Waves Maxx Audio
- Windows 7 Professional English 64bit DT (Includes Windows 10 Pro License, Microsoft Volume License Only)
- Intel Core i5 Processor Label
- Dell Limited Hardware Warranty Plus Service
- ProSupport: Next Business Day Onsite 5 Years
- ProSupport: 7x24 Technical Support, 5 Years
- Dell 22 Monitor | P2217H

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 850VA (WORKSTATIONS)</td>
<td>2</td>
<td>$147.00</td>
<td>$294.00</td>
</tr>
<tr>
<td>*SYMANTEC ENDPOINT PROTECTION 14.0.1</td>
<td>2</td>
<td>$61.00</td>
<td>$122.00</td>
</tr>
<tr>
<td>*ADOBE ACROBAT STANDARD XI</td>
<td>2</td>
<td>$412.00</td>
<td>$824.00</td>
</tr>
</tbody>
</table>

**MISCELLANEOUS COMPONENTS**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>OKI B432DN MONO LASER DUPLEX PRINTER</td>
<td>1</td>
<td>$416.00</td>
<td>$416.00</td>
</tr>
<tr>
<td>LD 6' USB 2.0 A-B CABLE, T, IVOTR, RTAL 6' USB CABLE</td>
<td>1</td>
<td>$4.00</td>
<td>$4.00</td>
</tr>
<tr>
<td>D-LINK 8-PORT DESKTOP SWITCH</td>
<td>1</td>
<td>$63.00</td>
<td>$63.00</td>
</tr>
</tbody>
</table>

**ORDER TOTAL:** $14,141.00

**Note 1:**
The configuration and specification of third-party items as set forth here are subject to change by ES&S and/or the manufacturer. Should the actual configuration and specifications differ from those set forth herein, ES&S agrees to provide, and Customer agrees to accept, Third Party Items that are comparable to those described above.
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Mike Townsend, Finance Director

SUBJECT: Consideration and possible action regarding a two-year renewal of the contract with MGT of America Consulting, LLC, for user fee study and cost allocation services. Finance

RECOMMENDED MOTION:

Motion to approve a two-year renewal of the contract with MGT of America Consulting, LLC, for user fee study and cost allocation services in an amount not to exceed $49,900.00 in year one and $52,000.00 in year two.

BACKGROUND:

Coconino County and MGT of America Consulting, LLC entered into an agreement commencing on the 29th day of June, 2015 for MGT of America Consulting, LLC to provide professional consulting services relating to the creation of a Cost Allocation Plan and User Fee Study. The agreement provided for a four-year term extendable for two additional year. The parties wish to renew the agreement for a two-year period. Year 1 is not to exceed $49,900 and year 2 is not to exceed $52,000. Vendor selected through RFP 2015-107.

ALTERNATIVES:

The Board could choose not to extend the contract.

FISCAL IMPACT:

The budget for this service is budgeted at $41,000 in the Finance Department base budget. The remaining balance is absorbed within the budget with other operational savings.

ATTACHMENTS:

1 - Staff Report
2 - CONTRACT
3 - RENEWAL EXHIBIT
This Second AMENDMENT (hereinafter this “Amendment”) is made this ___ day of ________________, 2019,

BETWEEN

MGT of AMERICA CONSULTING, LLC., a Florida corporation located at 4320 West Kennedy Boulevard, Suite 200, Tampa, FL 33609. (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 and the Independent Contractor entered into an agreement commencing on the 29th day of June, 2015, for the Independent Contractor to provide professional consulting services relating to the creation of a Cost Allocation Plan and User Fee (hereinafter the “Agreement”); and

B. The Agreement provided for a four-year term extendable for two additional years, and;

C. The parties wish to renew the Agreement for a two-year period.

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

1. The Agreement is renewed for the period from 1st day of May, 2019, through the 30th day of April, 2021.

2. The Scope, compensation and schedule is modified by Exhibit A.

3. Prior to providing services, the Independent Contractor will provide the County with a Certificate of Liability Insurance evidencing insurance coverage in the amounts specified in the original agreement for the effective term of this renewal.

4. Terms and conditions in the Agreement as amended that are unchanged by this Amendment will remain in full force and effect.

5. 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.
6. **Certification Pursuant to A.R.S. § 35-393.01**

To the extent allowed 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.

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

MGT of AMERICA, INC

By _____________________________
J. Bradley Burgess
Executive Vice President

COCONINO COUNTY

By _____________________________
Art Babbott, Chair
Board of Supervisors

ACKNOWLEDGED before me by (Name) as (title) of and for (Independent Contractor) on this ___ day of ________, 201__.

ATTEST:

______________________________
Clerk of the Board

Approved as to form:

______________________________
Deputy County Attorney
A. PROJECT SCOPE

SCOPE OF SERVICES

MGT will provide the following scope of services for each year of the engagement.

- Update existing user fee analyses for approximately one-half of County departments with user fees. MGT anticipates continuing with the already established schedule of updating each department’s fees on an every-other-year basis. If the County determines that certain departments need to be moved/dropped/added to the schedule, MGT will work with the County to develop a new schedule of updates in accordance with our proposed fees.
- Report of findings on the user fee analysis, including proposed fee adjustments and resulting revenue impacts.
- Presentation of the results of the user fee analysis at one Board of Supervisors meeting.
- Preparation of a Full Cost central services cost allocation plan. This cost allocation plan may be used to incorporate central service administrative support into the user fees or used to charge special revenue funds for general fund support.
- Preparation of a 2 CFR Part 200 central services cost allocation plan. This cost allocation plan will conform to federal requirements and may be used to charge any state or federally funded programs for general fund support.
- Indirect overhead rates (based on the 2 CFR Part 200 cost plan) for each department in the County, to allow for inclusion of indirect costs into hourly staff billing rates.
- Up to four on-site visits by MGT consultants to interview user fee and cost allocation departments, review draft calculations, and present findings.

B. PROJECT SCHEDULE

Each year, the project will undergo the following schedule:

- Project Start Date – May 1st.
- User Fee Study. Project kick-off and initial interviews typically begin in May. Draft user fee calculations are reviewed with the departments in July/August. Finalization of recommended fee adjustments should be completed in August. Revenue projections and a report of findings should be submitted to Finance by the end of September. The user fee study is typically presented to the Board of Supervisors for their consideration in October.
Cost Allocation Plans. The cost plan interviews take place during the same October site visit when MGT is at the County to assist in the presentation of user fee findings to the Board of Supervisors. Data collection/report generation needed for the cost plan is typically completed by the end of November. A draft Full Cost plan is presented to Finance by the end of December. Once the Full Cost plan is approved by Finance, the 2 CFR Part 200 cost plan and departmental overhead rates are presented to Finance, typically in January.

Project end date – April 30th.

C. PROFESSIONAL SERVICE FEE

NOT-TO-EXCEED FEE

MGT will provide the services described above for the following proposed fees. These fees are inclusive of MGT’s travel expenses for up to four site visits. Progressive payments based on project milestones achieved are requested.

<table>
<thead>
<tr>
<th>Coconino County User Fee &amp; Cost Allocation Study</th>
<th>Year 1</th>
<th>Year 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>User Fee Study</td>
<td>$ 35,000</td>
<td>$ 36,500</td>
</tr>
<tr>
<td>Full Cost Allocation Plan</td>
<td>$ 10,000</td>
<td>$ 10,500</td>
</tr>
<tr>
<td>2 CFR Part 200 Cost Allocation Plan &amp; Rates</td>
<td>$ 4,900</td>
<td>$ 5,000</td>
</tr>
<tr>
<td><strong>Total, not-to-exceed contract amount:</strong></td>
<td>$ 49,900</td>
<td>$ 52,000</td>
</tr>
</tbody>
</table>
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Erika Philpot, Human Resources Director

SUBJECT: Consideration and possible action regarding approval of a renewal of Coconino County Workers’ Compensation Coverage for FY20 with CopperPoint Mutual, in the estimated amount of $557,236.00.

RECOMMENDED MOTION:

Staff recommends the Board of Supervisors approve a renewal of Coconino County Workers’ Compensation Coverage for FY20 with CopperPoint Mutual, in the estimated amount of $557,236.00.

BACKGROUND:

Coconino County has obtained a renewal proposal from CopperPoint Mutual, our incumbent workers’ compensation insurer, for FY20. CopperPoint Mutual offers the County a significant discount of 30% off of published manual rates on the renewal pricing presented. This is an additional 2.5% discount off of the pricing granted to Coconino County by CopperPoint Mutual on our FY19 workers’ compensation insurance. Earlier, the Arizona Counties Insurance Pool (ACIP) reviewed our FY19 pricing for workers’ compensation insurance, and indicated that they would not be able to match the deeply discounted pricing of CopperPoint Mutual.

Another important element included in the renewal pricing of our workers’ compensation insurance is set by the Experience Modifier which results from our loss history as compared to the experience of other similar entities in Arizona over a 3-year window, FY16, FY17, and FY18, by the National Council on Compensation Insurance (NCCI). Our Experience Modifier (Emod) has increased from a .92 in FY19 to a 1.14 in FY20 due to two large work injury losses which occurred in FY18. These losses were unusual and nonrecurring in nature. Given that Coconino County has demonstrated strong emphasis on employee safety and wellness, CopperPoint Mutual is able to offer the County continued deeply discounted pricing for workers’ compensation insurance.
The history of our workers’ compensation loss ratios and Experience Modifiers is given below.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>EMod</th>
<th>Loss Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY20</td>
<td>1.14</td>
<td>To Be Determined</td>
</tr>
<tr>
<td>FY19</td>
<td>0.92</td>
<td>22.9%</td>
</tr>
<tr>
<td>FY18</td>
<td>0.76</td>
<td>93.9%</td>
</tr>
<tr>
<td>FY17</td>
<td>0.84</td>
<td>66.5%</td>
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<tr>
<td>FY16</td>
<td>1.26</td>
<td>19.0%</td>
</tr>
<tr>
<td>FY15</td>
<td>1.24</td>
<td>10.7%</td>
</tr>
</tbody>
</table>

Our organization manages workers’ compensation claims by providing return-to-work opportunities and by directing employees’ first medical visits to our designated medical providers which now includes our own Vera Whole Health Clinic. Our Near-Site Clinic helps the County to reduce the cost of workers’ compensation claims via increased employee health and wellness coaching on a proactive basis, and more coordination between employer and workers’ compensation medical providers for early return to work while healing whenever possible.

Commencing with FY20, CopperPoint Mutual has also modified its pricing for adding waiver of subrogation endorsements to our workers’ compensation policy if requested by the County and indicating this on a certificate of insurance. Going forward, CopperPoint Mutual will charge $100 for each certificate of insurance that they are asked to issue with a waiver of subrogation endorsement, or $10,364 at policy inception to give the County blanket ability without further charge to issue an unlimited number of certificates of insurance with waiver of subrogation if called for on contracts entered into by the County.

A study of our issued certificates of insurance in FY19 shows 143 certificates of insurance issued with a waiver of subrogation. These are typically issued to State parties such as the State of Arizona, and Arizona Department of Transportation, and require separate issuance to reference specific job numbers or contracts. For this reason, the recommended renewal pricing proposal includes a $10,364 charge for purchase of the blanket waiver of subrogation capability for the County to use as needed. Each request for a waiver of subrogation endorsement on the County’s workers’ compensation insurance policy will continue to be carefully considered by risk management as this removes the ability to recoup the costs of County workers’ compensation losses from the other party to an underlying contract when this is granted by the County.

In FY19 our workers’ compensation annual premium through CopperPoint Mutual was estimated at $507,037, and their FY20 proposal shows an estimated premium of $557,236. This is a net increase to annual premium of $50,199 for FY20 due to the increase in our Experience modifier, the increase of our estimated payroll, and the addition of a charge for blanket waiver of subrogation endorsement capability by the County.

**ALTERNATIVES:**

The Board of Supervisors may choose to reject the proposed renewal quote from CopperPoint Mutual and pursue other placement of our worker’s compensation insurance for FY20.
FISCAL IMPACT:

Premium is allocated by FTE throughout the County. The FY20 proposal has an estimated premium of $557,236.

ATTACHMENTS:

1 - Staff Report
2 - FY20 WORKERS COMPENSATION INSURANCE PROPOSAL
INSURANCE PROPOSAL

Prepared for: Margaret Penado
Insured: COCONINO COUNTY BOARD OF SUPERVISORS
Effective Date: 07/01/2019

CopperPoint Insurance Companies
CopperPoint American Insurance Company
3030 N 3rd Street  l  Phoenix AZ 85012-3068

Contact Center: 602.631.2300 or 800.231.1363
Company Web Address: copperpoint.com

This proposal is not an insurance policy. Information contained in this proposal is intended to provide a brief overview of the coverages offered for reference purposes only. It is not intended to provide all policy exclusions, limitations and conditions. The precise coverage afforded is subject to the terms, conditions, and exclusions of the policies issued.
Introduction

CopperPoint Insurance Companies is a premier provider of workers compensation insurance. We offer valuable tools and resources to help our customers easily manage their workers compensation policies and to supplement training for their employees about workplace safety. We are proud to be associated with the National Association of Mutual Insurance Companies, Independent Insurance Agent and Brokers of Arizona, National Council on Compensation Insurance, and other industry organizations that help us achieve and maintain high levels of service and expertise.

We have assigned a team to answer your questions and to assist you in securing coverage.

Your CopperPoint team includes:

Sales Representative: Ginny Cooper  Phone: 602-631-2037
Service Representative: Annette McDonald  Phone: 602-631-2082

The attached proposal is based on a careful analysis of the information submitted regarding the risks unique to COCONINO COUNTY BOARD OF SUPERVISORS. We appreciate the opportunity to review your account and to provide you a proposal based on the information provided. We work diligently to offer insurance that is priced competitively, while providing Claims and Loss Control expertise and quality customer service to assure your company and employees are properly protected.

We look forward to becoming your carrier of choice.
CopperPoint Resources

Claims Management

CopperPoint Insurance Companies take an active role in the management of our policyholders' claims. Policyholders are assigned an experienced Claims Team that commits to:

• Partnering with you through the claims process
• Maintaining open lines of communication with all stakeholders
• Working with all stakeholders to assure prompt and fair treatment of claims filed
• Controlling claim expenses through proactive claims management and the utilization of cost-savings programs

Loss Control

CopperPoint’s Loss Control Consultants engage with our customers to tailor and customize resources to improve safety results. We focus on service and we deliver based on the needs of the customer. Our consultants provide an array of safety management solutions. Among these are:

• Safety Management system Review
• Loss Analyses
• Program Enhancement/Development
• Facility Assessments
• Supervisor Management Training
• Hazards Analyses and Control
• Ergonomic Evaluations
• Safety Culture Development

All policyholders have 24/7 access at copperpoint.com to training videos, a safety plan template, return-to-work information, safety brochures, safety articles and much more.
Policy Information

<table>
<thead>
<tr>
<th>Term</th>
<th>Parent Company</th>
<th>Writing Company</th>
<th>Full Term Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2019 - 07/01/2020</td>
<td>CopperPoint Insurance Company</td>
<td>CopperPoint Western Insurance Company</td>
<td>$557,236.00</td>
</tr>
</tbody>
</table>

Binding Requirements

1. Signed ACORD Application with “Individuals Included/Excluded/Ownership & Ownership %” section completed
2. Signed Rejection Form (if any)
3. Written Request to Bind
4. First Payment Check or Finance Agreement
5. Signed Drug & Alcohol Program Verification Form (if applicable)
6. Other:

Please submit to: CopperPoint Insurance Companies
3030 N 3rd Street
Phoenix, AZ 85012-3068

Chefs are payable to: CopperPoint Insurance Company

Please note that a Specific or Blanket Waiver of Subrogation (WOS) may be added to the CopperPoint policy for an additional fee, but must be stated in the binding request.

Terms & Conditions

CopperPoint Insurance Companies appreciates the opportunity to provide this proposal and quote your business. This proposal is valid up to and including the Effective Date listed on the cover page.

This proposal is not an insurance policy. Information contained in this proposal is intended to provide a brief overview of the coverages offered for reference purposes only. It is not intended to provide all policy exclusions, limitations and conditions. The precise coverage afforded is subject to the terms, conditions, and exclusions of the policies issued.
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CopperPoint American Insurance Company
3030 N 3rd Street  |  Phoenix AZ 85012-3068  |  copperpoint.com

COCONINO COUNTY BOARD OF SUPERVISORS
ATTN ROBERT NORTON
420 N SAN FRANCISCO ST
FLAGSTAFF, AZ 86001

Quote Number: 778629386
Account Number: 5000001691
Proposed Quote Term: 07/01/2019 - 07/01/2020
Issued By: Ginny Cooper

Employer's Liability Limits: Bodily Injury by Accident

- $1,000,000 Each Accident
- $1,000,000 Each Employee
- $1,000,000 Policy Limit

Plan Type: Reporting Plan - Quarterly

Work Classifications and Estimated Annual Wages by Class

<table>
<thead>
<tr>
<th>Policy Period</th>
<th>State</th>
<th>Work Loc</th>
<th>Class Code</th>
<th>Classification Description</th>
<th># of Emp</th>
<th>Gross Payroll</th>
<th>Rate Per $100 of Wages</th>
<th>Estimated Manual</th>
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<tbody>
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<td>AZ</td>
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<td>2501</td>
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<td>$314,453</td>
<td>$3,490</td>
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</tbody>
</table>
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COCONINO COUNTY BOARD OF SUPERVISORS
ATTN  ROBERT NORTON
420 N SAN FRANCISCO ST
FLAGSTAFF, AZ  86001

Quote Number: 778629386
Account Number: 5000001691
Proposed Quote Term: 07/01/2019 - 07/01/2020
Issued By: Ginny Cooper

Employer’s Liability Limits: Bodily Injury by Accident
$1,000,000  Each Accident
$1,000,000  Each Employee
$1,000,000  Policy Limit

Plan Type: Reporting Plan - Quarterly

Work Classifications and Estimated Annual Wages by Class

<table>
<thead>
<tr>
<th>Policy Period</th>
<th>State</th>
<th>Work Loc</th>
<th>Class Code</th>
<th>Classification Description</th>
<th># of Empl</th>
<th>Gross Payroll</th>
<th>Rate Per $100 of Wages</th>
<th>Estimated Manual</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2019 - 07/01/2020</td>
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<td>8411</td>
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<td>07/01/2019 - 07/01/2020</td>
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<td>07/01/2019 - 07/01/2020</td>
<td>AZ</td>
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<td>AVIATION - PATROL, PHOTOGRAPHY, MAPPING, OR SURVEY WORK - ALL OTHER EMPLOYEES</td>
<td>3</td>
<td></td>
<td>3.00</td>
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</tbody>
</table>

ESTIMATED MANUAL PREMIUM
+ Waiver of Subrogation charge - Blanket  $10,364
X Employers Liability increased limits charge  $5,665
X Employers Liability increased limits charge (Admiralty, FELA)  $1,746
X Experience Modification  $75,036
X Premium Discount  ($63,734)
+ Expense Constant  $160
+ Terrorism  $4,900
+ Catastrophe (other than Certified Acts of Terrorism)  $4,900
Arizona Total Premium  $557,236
Total Policy Premium  $557,236
04/30/2019

COCONINO COUNTY BOARD OF SUPERVISORS  
ATTN ROBERT NORTON  
420 N SAN FRANCISCO ST  
FLAGSTAFF, AZ  86001

Account Number: 5000001691  
Quote Number: 778629386  
Proposed Quote Term: 07/01/2019 - 07/01/2020

Thank you for contacting CopperPoint American Insurance Company for your Workers Compensation Insurance. The quote below is based upon the information provided by Coconino County Board of Supervisors.

To activate your coverage:
• Review the attached document(s) for accuracy, contact us at 602.631.2300 or 1.800.231.1363 with any changes or questions  
• Sign and return all enclosed document(s)  
• Payment including the remittance slip below must be received prior to 07/01/2019

<table>
<thead>
<tr>
<th>Total Premium</th>
<th>First Payment</th>
<th>Installment Frequency or Payment Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>$557,236.00</td>
<td>$160.00</td>
<td>Reporting Plan - Quarterly</td>
</tr>
</tbody>
</table>

Please be sure to include this remittance slip with your payment.

Mail payment to: P.O. Box 33069, Phoenix, AZ 85067-3069

Insured's Name: COCONINO COUNTY BOARD OF SUPERVISORS  
Account Number: 5000001691  
Amount Due: $160.00  
Amount Paid: __________________________

☐ Check  
Check Number: __________________________

Make Check Payable to: CopperPoint Insurance Company  
(If paying by check please include your account number shown above on your check)

To make payments by electronic funds transfer (EFT) visit copperpoint.com

---

Total Premium: $557,236.00  
First Payment: $160.00  
Installment Frequency or Payment Plan: Reporting Plan - Quarterly
ACORD 130 (2017/05)
WORKERS COMPENSATION APPLICATION

COMPANY: CopperPoint American Insurance Company
UNDERWRITER: CopperPoint Mutual Insurance
APPLICANT NAME: Patti Castle
OFFICE PHONE: 9286797105
MOBILE PHONE: 9286797105
MAILING ADDRESS (including ZIP + 4 or Canadian Postal Code)
YRS IN BUS: 01/02/1969
SIC: 922120
NAICS: 86-600441
WEBSITE ADDRESS: dtongen@coconino.az.gov

STATUS OF SUBMISSION
QUOTE ISSUE POLICY
BOUND (Give date and/or attach copy)
ASSIGNED RISK (Attach ACORD 133)

POLICY INFORMATION
PROPOSED EFF DATE 07/01/2019
PROPOSED EXP DATE 07/01/2020
RATING EFFECTIVE DATE (if applicable) 07/01/2019
ANNIVERSARY RATING DATE (if applicable)
PARTICIPATING
RETRO PLAN
NON-PARTICIPATING

PART 1 - WORKERS COMPENSATION (States)
AZ $1,000,000 $1,000,000 $1,000,000
EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE

PART 2 - EMPLOYER'S LIABILITY

PART 3 - OTHER STATES INS

DEDUCTIBLES (N / A in WI)
AMOUNT / % (N / A in WI)
OTHER COVERSAGES

MANAGED CARE OPTION
U.S.L & H
VOLUNTARY
COMP
FOREIGN COV

DIVIDEND PLAN/SAFETY GROUP
ADDITIONAL COMPANY INFORMATION
SPECIFY ADDITIONAL COVERAGES / ENDORSEMENTS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

TOTAL ESTIMATED ANNUAL PREMIUM - ALL STATES
TOTAL MINIMUM PREMIUM ALL STATES
TOTAL DEPOSIT PREMIUM ALL STATES

CONTACT INFORMATION
NAME OFFICE PHONE MOBILE PHONE E-MAIL
Nathasha Wilson 928-679-7107 nwilson@coconino.az.gov
Robert Norton 928-679-7194 rnorton@coconino.az.gov
Margaret Penado 928-679-7105 mpenado@coconino.az.gov

INIDIVIDUALS INCLUDED / EXCLUDED

PARTNERS, OFFICERS, RELATIVES (Must be employed by business operations) TO BE INCLUDED OR EXCLUDED (Remuneration/Payroll to be included must be part of rating information section.)
Exclusions in Missouri must meet the requirements of Section 287.090 RSMo.
**WORKERS COMPENSATION APPLICATION**

**AGENCY NAME AND ADDRESS**
CopperPoint Mutual Insurance
3030 N 3rd Street
Phoenix AZ 85012

**COMPANY:** CopperPoint American Insurance Company

**UNDERWRITER:**

**APPLICANT NAME:** Coconino County Board of Supervisors

**OFFICE PHONE:** 928-679-7105
**MOBILE PHONE:** 928-679-7105

**MAILING ADDRESS (including ZIP + 4 or Canadian Postal Code):**
Attn: Robert Norton
420 N San Francisco St
Flagstaff AZ 86001

**PRODUCER NAME:**

**CS REPRESENTATIVE NAME:**

**E-MAIL ADDRESS:** ctongen@coconino.az.gov

**MAILING ADDRESS:**

**SOLE PROPRIETOR:**

**PARTNERSHIP:**

**CORPORATION:**

**SUBCHAPTER:**

**LLC:**

**BUREAU NAME:**

**EMPLOYER REGISTRATION NUMBER:**

**OTHER RATING BUREAU ID OR STATE NCCI RISK ID NUMBER:**

**FEDERAL EMPLOYER ID NUMBER:**

**SIC:**

**COMPANY:**

**UNDERWRITER:**

**ID NUMBER:**

**APPLICANT NAME:**

**OFFICE PHONE:** MOBILE PHONE:

**E-MAIL ADDRESS:**

**TRUST:**

**JOINT VENTURE:**

**UNINCORPORATED:**

**"S" CORP:**

**OTHER:**

**WEBSITE ADDRESS:**

**ADDRESS:**

**STATUS OF SUBMISSION**

**BILLING / AUDIT INFORMATION**

**LOC # STREET, CITY, COUNTY, STATE, ZIP CODE**

**LOCATIONS**

**PROPOSED EFF DATE 07/01/2019**

**PROPOSED EXP DATE 07/01/2020**

**RATING EFFECTIVE DATE 07/01/2019**

**ANNIVERSARY RATING DATE (if applicable)**

**PART 1 - WORKERS COMPENSATION (States)**

**PART 2 - EMPLOYER'S LIABILITY**

**PART 3 - OTHER COVERAGES**

**DEDUCTIBLES (N / A in WI)**

**AMOUNT / % (N / A in WI)**

**OTHER COVERAGE**

**LOC #**

**STREET, CITY, COUNTY, STATE, ZIP CODE**

**7: Coconino County Board of Supervisors**

**Williams**

**AZ 86046**

**8: Coconino County Board of Supervisors**

**Flagstaff**

**AZ 86001**

**9: Coconino County Board of Supervisors**

**Tuba City**

**AZ 86045**

**POLICY INFORMATION**

**CONTACT INFORMATION**

**TYPE**

**NAME**

**OFFICE PHONE**

**MOBILE PHONE**

**E-MAIL**

**INSPECTION**

Nathasha Wilson
928-679-7107
nwilson@coconino.az.gov

**ACCTING RECORD**

Robert Norton
928-679-7194
rnorton@coconino.az.gov

**CLAIMS INFO**

Margaret Penado
928-679-7105
mpenado@coconino.az.gov

**INDIVIDUALS INCLUDED / EXCLUDED**

**PARTNERS, OFFICERS, RELATIVES (Must be employed by business operations) TO BE INCLUDED OR EXCLUDED (Remuneration/Payroll to be included must be part of rating information section.)**

**EXCLUSIONS in Missouri must meet the requirements of Section 287.090 RSMo.**

**TOTAL ESTIMATED ANNUAL PREMIUM - ALL STATES**

**TOTAL MINIMUM PREMIUM ALL STATES**

**TOTAL DEPOSIT PREMIUM ALL STATES**

**TOTAL ESTIMATED ANNUAL PREMIUM ENDORSEMENTS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

**SPECIFY ADDITIONAL COVERAGES / ENDORSEMENTS**

**DIVIDEND PLAN/SAFETY GROUP**

**ADDITIONAL COMPANY INFORMATION**

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WORKERS COMPENSATION APPLICATION

AGENCY NAME AND ADDRESS
CopperPoint Mutual Insurance
3030 N 3rd Street
Phoenix AZ 85012

COMPANY: CopperPoint American Insurance Company

UNDERWRITER: Patti Castle

APPLICANT NAME: Conoco County Board of Supervisors

OFFICE PHONE: 9286797105 MOBILE PHONE: 9286797105

MAILING ADDRESS (including ZIP + 4 or Canadian Postal Code)
Attn Robert Norton
420 N San Francisco St
Flagstaff AZ 86001

PRODUCER NAME: Patti Castle

CS REPRESENTATIVE NAME: Flagstaff

PHONE: 9286797105 MOBILE: 9286797105

SIC:

MAILING ADDRESS (including ZIP + 4 or Canadian Postal Code)

SOLE PROPRIETOR

PARTNERSHIP

CORPORATION

SUBCHAPTER LLC

BUREAU NAME:

CREDIT

EMPLOYER REGISTRATION NUMBER

OTHER RATING BUREAU ID OR STATE NCCI RISK ID NUMBER

FEDERAL EMPLOYER ID NUMBER

WORKER'S COMPENSATION APPLICATION

DATE (MM/DD/YYYY)

04/30/2019

WORKER'S COMPENSATION APPLICATION

EMAIL ADDRESS: ctongen@coconino.az.gov

EMPLOYER REGISTRATION NUMBER

OTHER RATING BUREAU ID OR STATE NCCI RISK ID NUMBER

FEDERAL EMPLOYER ID NUMBER

WEBSITE

ADDRESS:

TRUST

JOINT VENTURE

UNINCORPORATED

"S" CORP

DIRECT BILL

AGENCY BILL

BILLING PLAN

PAYMENT PLAN

AUDIT

QUARTERLY

% DOWN: QUARTERLY

MONTHLY

% DOWN: QUARTERLY

LOCATIONS

LOC # HIGHEST FLOOR STREET, CITY, COUNTY, STATE, ZIP CODE

10 10: Coconino County Board of Supervisors
2304 N 3rd St Flagstaff AZ 86004

11 11: Coconino County Board of Supervisors
5600 E Commerce Flagstaff AZ 86004

12 12: Coconino County Board of Supervisors
549 S. Navajo Dr Page AZ 86040

LOCATIONS

PROPOSED EFF DATE 07/01/2019

PROPOSED EXP DATE 07/01/2020

RATING EFFECTIVE DATE (if applicable) 07/01/2019

PART 1 - WORKERS COMPENSATION (States)

PART 2 - EMPLOYER'S LIABILITY

$1,000,000 EACH ACCIDENT

$1,000,000 DISEASE-POLICY LIMIT

$1,000,000 DISEASE-EACH EMPLOYER

PART 3 - OTHER STATES INS

RECOVERABLE (N/A in WI)

AMOUNT / % (N / A in WI)

OTHER COVERAGES

U.S.L. & H

MANAGED CARE OPTION

VOLUNTARY

COMP

FOREIGN COV

DIVIDEND PLAN/SAFETY GROUP

ADDITIONAL COMPANY INFORMATION

SPECIFY ADDITIONAL COVERAGES / ENDORSEMENTS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

TOTAL ESTIMATED ANNUAL PREMIUM - ALL STATES

TOTAL ESTIMATED ANNUAL PREMIUM ALL STATES

$0

TOTAL MINIMUM PREMIUM ALL STATES

$0

TOTAL DEPOSIT PREMIUM ALL STATES

$0

CONTACT INFORMATION

TYPE NAME OFFICE PHONE MOBILE PHONE EMAIL

INSPECTION Nathasha Wilson 928-679-7107 nwilson@coconino.az.gov

ACCTING RECORD Robert Norton 928-679-7194 rnorton@coconino.az.gov

CLAIMS INFO Margaret Penado 928-679-7105 mpenado@coconino.az.gov

INDIVIDUALS INCLUDED / EXCLUDED

PARTNERS, OFFICERS, RELATIVES (Must be employed by business operations) TO BE INCLUDED OR EXCLUDED (Remuneration/Payroll to be included must be part of rating information section.)

Exclusions in Missouri must meet the requirements of Section 287.090 RSMo.

STATE LOC # NAME DATE OF BIRTH TITLE / RELATIONSHIP OWNER- SHIP % DUTIES INC./EXC. CLASS CODE REMUNERATION/PAYROLL

ACORD 130 (2017/05) Page 1.4 of 4 © 1980-2017 ACORD CORPORATION. All rights reserved.
## WORKERS COMPENSATION APPLICATION

**AGENCY NAME AND ADDRESS**
CopperPoint Mutual Insurance  
3030 N 3rd Street  
Phoenix, AZ 85012

**COMPANY:** CopperPoint American Insurance Company  
**UNDERWRITER:** Patti Castle  
**APPLICANT NAME:** Coconino County Board of Supervisors  
**OFFICE PHONE:** 928-679-7015  
**MOBILE PHONE:** 928-679-7105  
**MAILING ADDRESS (including ZIP + 4 or Canadian Postal Code):** 
CopperPoint American Insurance Company  
Attn Robert Norton  
420 N San Francisco St  
Flagstaff, AZ 86001

**PRODUCER NAME:**  
**CS REPRESENTATIVE NAME:**

**E-MAIL ADDRESS:** ctongen@coconino.az.gov

**DATE (MM/DD/YYYY):** 04/30/2019

---

**STATUS OF SUBMISSION**

- **QUOTE ISSUE POLICY:**
- **BOUND (Give date and/ or attach copy):**
- **ASSIGNED RISK (Attach ACORD 133):**

**BILLING / AUDIT INFORMATION**

- **BILLING PLAN:**
  - DIRECT BILL
- **PAYMENT PLAN:**
  - ANNUAL
  - SEMI-ANNUAL
  - QUARTERLY
  - % DOWN:
- **AUDIT:**
  - AT EXPIRATION
  - MONTHLY
  - SEMI-ANNUAL
  - QUARTERLY

**LOCATIONS**

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<tr>
<td>14</td>
<td>COCONINO CNTY BOARD OF SUPERVISORS</td>
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<td>15</td>
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**POLICY INFORMATION**

- **PROPOSED EFF DATE:** 07/01/2019  
- **PROPOSED EXP DATE:** 07/01/2020  
- **RATING EFFECTIVE DATE:** 07/01/2019  
- **ANNIVERSARY RATING DATE:** (if applicable)
- **PARTICIPATING:**
- **NON-PARTICIPATING:**
- **RETRO PLAN:**

**PART 1 - WORKERS COMPENSATION (States)**

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**PART 2 - EMPLOYER'S LIABILITY**

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**PART 3 - OTHER STATES INS**

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**DEDUCTIBLES (N / A in WI)**

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**AMOUNT / % (N / A in WI):**

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| $ 1,000,000 |%

**OTHER COVERSAGES**

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<tr>
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<tr>
<td>FOREIGN COV</td>
</tr>
</tbody>
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**DIVIDEND PLAN/SAFETY GROUP**

**ADDITIONAL COMPANY INFORMATION**

**SPECIFY ADDITIONAL COVERAGES / ENDORSEMENTS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

---

**TOTAL ESTIMATED ANNUAL PREMIUM - ALL STATES**

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<th>$</th>
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<tr>
<td>TOTAL ESTIMATED ANNUAL PREMIUM ALL STATES</td>
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<td>TOTAL DEPOSIT PREMIUM ALL STATES</td>
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**CONTACT INFORMATION**

- **NAME:** Nathasha Wilson  
  928-679-7107  
  nwilson@coconino.az.gov
- **NAME:** Robert Norton  
  928-679-7194  
  rnorton@coconino.az.gov
- **NAME:** Margaret Penado  
  928-679-7105  
  mpenado@coconino.az.gov

**INDIVIDUALS INCLUDED / EXCLUDED**

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<th>STATE</th>
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<th>NAME</th>
<th>DATE OF BIRTH</th>
<th>TITLE/RELATIONSHIP</th>
<th>OWNERSHIP %</th>
<th>DUTIES</th>
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**ACORD 130 (2017/05)**

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WORKERS COMPENSATION APPLICATION

COMPANY: CopperPoint American Insurance Company

APPLICANT NAME: Coconino County Board of Supervisors

MAILING ADDRESS (including ZIP + 4 or Canadian Postal Code): Attn Robert Norton

MAILING ADDRESS: 420 N San Francisco St

YRS IN BUS: 91/02/1969

NAICS: 922120

SIC: Other

BUREAU NAME: CREDIT

EMPLOYER REGISTRATION NUMBER: 86-600441

OTHER RATING BUREAU ID OR STATE NCCI RISK ID NUMBER: FEDERAL EMPLOYER ID NUMBER

SOLE PROPRIETOR:

PARTNERSHIP: Joint Venture

CORPORATION: "S" CORP

SUBCHAPTER: OTHER

TRUST: UNINCORPORATED

LOCATIONS

LOC # STREET, CITY, COUNTY, STATE, ZIP CODE

16. COCONINO COUNTY BOARD OF SUPERVISORS
   420 N San Francisco St Flagstaff AZ 86001

17. Coconino County Board of Supervisors
   304 S Humphreys Flagstaff AZ 86001

18. Coconino County Board of Supervisors
   2625 N King St Flagstaff AZ 86004

LOCATIONS

POLICY INFORMATION

PROPOSED EFF DATE

7/01/2019

PROPOSED EXP DATE

7/01/2020

RATING EFFECTIVE DATE

7/01/2019

PART 1 - WORKERS COMPENSATION (States)

PART 2 - EMPLOYER'S LIABILITY

$ 1,000,000 EACH ACCIDENT

$ 1,000,000 DISEASE-POLICY LIMIT

$ 1,000,000 DISEASE-EACH EMPLOYEE

PART 3 - OTHER COVERAGES

REDDUCTIBLES (N / A in Wi)

AMOUNT / %

( N / A in Wi)

OTHER COVERAGES

U.S.L & H

VOLUNTARY COMP

MANAGED CARE OPTION

MEDICAL

INDEMNITY

Medical Indemnity

DIVIDEND PLAN/SAFETY GROUP

ADDITIONAL COMPANY INFORMATION

SPECIFY ADDITIONAL COVERAGES / ENDORSEMENTS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

TOTAL ESTIMATED ANNUAL PREMIUM - ALL STATES

$ 1,000,000

$ 1,000,000

$ 1,000,000

$ 1,000,000

CONTACT INFORMATION

TYPE

NAME

OFFICE PHONE

MOBILE PHONE

E-MAIL

INSPECTION

Nathasha Wilson

928-679-7107

nwilson@coconino.az.gov

ACCTING RECORD

Robert Norton

928-679-7194

rnorton@coconino.az.gov

CLAIMS INFO

Margaret Penado

928-679-7105

mpenado@coconino.az.gov

INDIVIDUALS INCLUDED / EXCLUDED

PARTNERS, OFFICERS, RELATIVES (Must be employed by business operations) TO BE INCLUDED OR EXCLUDED (Remuneration/Payroll to be included must be part of rating information section.)

Exclusions in Missouri must meet the requirements of Section 287.090 RSMo.

STATES

LOC # STAGE

NAME

DATE OF BIRTH

TITLE/RELATIONSHIP

OWNER-SHIP %

DUTIES

INC/EXC

CLASS CODE

REMUNERATION/PAYROLL

ACORD 130 (2017/05)

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WORKERS COMPENSATION APPLICATION  

DATE (MM/DD/YYYY): 04/30/2019

COMPANY: CopperPoint American Insurance Company
UNDERWRITER: Patti Castle
APPLICANT NAME: Coconino County Board of Supervisors
OFFICE PHONE: 9286797105
MOBILE PHONE: 9286797105
MAILING ADDRESS (including ZIP + 4 or Canadian Postal Code): Attn Robert Norton
420 N San Francisco St
Phoenix AZ 85012

YRS IN BUS: 91/02/1969
NAICS: 922120
SIC: 

PRODUCER NAME: CopperPoint Mutual Insurance
SOLE PROPRIETOR
PARTNERSHIP
CORPORATION
SUBCHAPTER
LLC
STOCK
TRUST
UNINCORPORATED ASSOCIATION
OTHER:

MAILING ADDRESS (including ZIP + 4 or Canadian Postal Code): 3030 N 3rd Street
Phoenix AZ 85012

E-MAIL ADDRESS: ctongen@coconino.az.gov

BILLING / AUDIT INFORMATION

STATUS OF SUBMISSION
QUOTE ISSUE POLICY
BOUND (Give date and/or attach copy)
ASSIGNED RISK (Attach ACORD 133)

BILLING PLAN
PAYMENT PLAN
AUDIT

BILLING PLAN
PAYMENT PLAN
AUDIT

LOCATION

LOC # STREET, CITY, COUNTY, STATE, ZIP CODE
19 19: 211 N Agassiz, Flagstaff, AZ
211 N Agassiz
Flagstaff
AZ 86001
20 20: 201 E Birch Ave, Flagstaff, AZ
201 E Birch Ave
Flagstaff
AZ 86001
21 21: 850 W Grant Ave, Williams, AZ
850 W Grant Ave
Williams
AZ 86046

POLICY INFORMATION

PROPOSED EFF DATE 07/01/2019
PROPOSED EXP DATE 07/01/2020
RATING EFFECTIVE DATE 07/01/2019
ANNIVERSARY RATING DATE (if applicable)

PART 1 - WORKERS COMPENSATION (States)

PART 2 - EMPLOYER'S LIABILITY

PART 3 - OTHER STATES INS

DEDUCTIBLES (N / A in WI)

MEDICAL

AMOUNT / % (N / A in WI)

U.S.L & H

OTHER COVERAGES

MADELINE CARE OPTION

VOLUNTARY COMP

FOREIGN COV

MANAGED CARE OPTION

DIVIDEND PLAN/SAFETY GROUP
ADDITIONAL COMPANY INFORMATION

SPECIFY ADDITIONAL COVERAGES / ENDORSEMENTS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

TOTAL ESTIMATED ANNUAL PREMIUM - ALL STATES

CONTACT INFORMATION

NAME OFFICE PHONE MOBILE PHONE E-MAIL
Nathasha Wilson 928-679-7107
nwilson@coconino.az.gov
Robert Norton 928-679-7194
rnorton@coconino.az.gov
Margaret Penado 928-679-7105
mpenado@coconino.az.gov

INDIVIDUALS INCLUDED / EXCLUDED

PARTNERS, OFFICERS, RELATIVES (Must be employed by business operations) TO BE INCLUDED OR EXCLUDED (Remuneration/Payroll to be included must be part of rating information section.)

ACORD 130 (2017/05)  © 1980-2017 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD
AGENCY NAME AND ADDRESS
CopperPoint Mutual Insurance
3030 N 3rd Street
Phoenix AZ 85012

COMPANY: CopperPoint American Insurance Company
UNDERWRITER: Patti Castle

APPLICANT NAME: Coconino County Board of Supervisors
OFFICE PHONE: 9286797015
MOBILE PHONE: 9286797105

MAILING ADDRESS (Including ZIP + 4 or Canadian Postal Code)
Attn Robert Norton
420 N San Francisco St
Flagstaff AZ 86001

NAICS: 922120

PRODUCER NAME:
CS REPRESENTATIVE
NAME:
OFFICE PHONE (A/C, No, Ext):
FAX (A/C, No): E-MAIL ADDRESS:

E-MAIL ADDRESS: ctongen@coconino.az.gov

STATUS OF SUBMISSION
QUOTE ISSUE POLICY
BOUND (Give date and/or attach copy)
ASSIGNED RISK (Attach ACORD 133)

BILLING / AUDIT INFORMATION
BILLING PLAN
PAYMENT PLAN
AUDIT

LOCATIONS
LOC # HIGHEST FLOOR STREET, CITY, COUNTY, STATE, ZIP CODE
22 22: Fort Tuthill, Flagstaff, AZ
Fort Tuthill Flagstaff AZ 86001
23 23: 200 N San Francisco St, Flagstaff, AZ
200 N San Francisco St Flagstaff AZ 86001
24 24: 2384 N Steves Blvd, Flagstaff, AZ
2384 N Steves Blvd Flagstaff AZ 86004

POLICY INFORMATION
PROPOSED EFF DATE 07/01/2019
PROPOSED EXP DATE 07/01/2020
RATING EFFECTIVE DATE (if applicable) 07/01/2019
ANNIVERSARY RATING DATE (if applicable)

PART 1 - WORKERS COMPENSATION (States) PART 2 - EMPLOYER'S LIABILITY
PART 3 - OTHER STATES INS
REJECTIBLES (N / A in Wi) AMOUNT / % (N / A in Wi)
OTHER COVERSAGES

DIVIDEND PLAN/SAFETY GROUP ADDITIONAL COMPANY INFORMATION

TOTAL ESTIMATED ANNUAL PREMIUM - ALL STATES
TOTAL ESTIMATED ANNUAL PREMIUM ALL STATES
TOTAL MINIMUM PREMIUM ALL STATES
TOTAL DEPOSIT PREMIUM ALL STATES

CONTACT INFORMATION
TYPE NAME OFFICE PHONE MOBILE PHONE E-MAIL
INSPECTION Nathasha Wilson 928-679-7107 nwilson@coconino.az.gov
ACCTNG RECORD Robert Norton 928-679-7194 rmorton@coconino.az.gov
CLAIMS INFO Margaret Penado 928-679-7105 mpenado@coconino.az.gov

INDIVIDUALS INCLUDED / EXCLUDED
PARTNERS, OFFICERS, RELATIVES ( Must be employed by business operations) TO BE INCLUDED OR EXCLUDED (Remuneration/Payroll to be included must be part of rating information section.) Exclusions in Missouri must meet the requirements of Section 287.090 RSMo.

STATE LOC # NAME DATE OF BIRTH TITLE/RELATIONSHIP OWNER-SHIP % DUTIES INC/EXC CLASS CODE REMUNERATION/PAYROLL

ACORD 130 (2017/05) © 1980-2017 ACORD CORPORATION. All rights reserved.
### WORKERS COMPENSATION APPLICATION

**Company:** CopperPoint American Insurance Company  
**Applicant Name:** Patti Castle  
**Agent:** CopperPoint Mutual Insurance  
**Address:** 3030 N 3rd Street, Phoenix, AZ 85012

**NAICS:** 922120  
**Yrs in Bus:** 01/02/1969

**Mail Address (Including zip + 4 or Canadian Postal Code):**  
**Fax:** 9286797105  
**Mobile:** 9286797105

**Sole Proprietor:**

**Partnership:**

**Corporation:**

**Other:**

**NCCI Risk ID Number:**  
**Federal Employer ID Number:**  
**State Employer Registration Number:**  
**Employer Registration ID Number:**  
**Credit Bureau Name:**

**Mail Address:**

**E-mail Address:** ctongen@coconino.az.gov

**Agency Name and Address:**

**Phone:** 928-679-7105  
**Mobile:** 928-679-7105  
**Fax:** 928-679-7105

**E-mail Address:**

**Code:**

**Sub Code:**

**Agent Customer ID:**

**Agency Customer ID:**

### Status of Submission

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### Billing / Audit Information

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<td>DIRECT BILL</td>
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### Locations

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### Policy Information

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**Part 1 - Workers Compensation (States):**

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**Part 2 - Employer's Liability:**

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**Part 3 - Other States INS:**

**Deductibles (N/A in WI):**

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**Dividend Plan/Safety Group:**

**Additional Company Information:**

### Total Estimated Annual Premium - All States

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<th>OFFICE PHONE</th>
<th>MOBILE PHONE</th>
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<tr>
<td>INSPECTION</td>
<td>Nathasha Wilson</td>
<td>928-679-7107</td>
<td></td>
<td><a href="mailto:nwilson@coconino.az.gov">nwilson@coconino.az.gov</a></td>
</tr>
<tr>
<td>ACCTNG RECORD</td>
<td>Robert Norton</td>
<td>928-679-7194</td>
<td></td>
<td><a href="mailto:rnorton@coconino.az.gov">rnorton@coconino.az.gov</a></td>
</tr>
<tr>
<td>CLAIMS INFO</td>
<td>Margaret Penado</td>
<td>928-679-7105</td>
<td></td>
<td><a href="mailto:mpenado@coconino.az.gov">mpenado@coconino.az.gov</a></td>
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### Individuals Included / Excluded

<table>
<thead>
<tr>
<th>STATE</th>
<th>LOC #</th>
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<th>TITLE/RELATIONSHIP</th>
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### Dividend Plan/Safety Group

**Specify Additional Coverages / Endorsements:**

### Additional Company Information

**Specify Additional Coverages / Endorsements (Attach ACORD 101, Additional Remarks Schedule, if more space is required):**

---

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### STATE RATING WORKSHEET

**RATING INFORMATION - STATE:** Arizona

<table>
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<tr>
<th>LOC #</th>
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### PREMIUM

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### REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


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**PREMIUM**

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<td>EXPERIENCE OR MERIT MODIFICATION</td>
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<td>TERRORISM</td>
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<td>PREMIUM DISCOUNT</td>
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<td>CATASTROPHE</td>
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</table>

* N / A in Wisconsin

**REMARKS** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ACORD 130 (2017/05)  Page 3 of 4

ACORD 130 (2017/05)  Page 3 of 4

AGENCY CUSTOMER ID: ______________________

YEAR | CARRIER & POLICY NUMBER | ANNUAL PREMIUM | MOD | # CLAIMS | AMOUNT PAID | RESERVE
--- | --- | --- | --- | --- | --- | ---

NATURE OF BUSINESS / DESCRIPTION OF OPERATIONS

GIVE COMMENTS AND DESCRIPTIONS OF BUSINESS, OPERATIONS AND PRODUCTS: MANUFACTURING - RAW MATERIALS, PROCESSES, PRODUCT, EQUIPMENT; CONTRACTOR - TYPE OF WORK, SUB-CONTRACTS; MERCANTILE - MERCHANDISE, CUSTOMERS, DELIVERIES; SERVICE - TYPE, LOCATION; FARM - ACREAGE, ANIMALS, MACHINERY, SUB-CONTRACTS.

County in northern AZ with the following operations and exposures: 1) sheriff's department, detention center, and courts, 2) public works including street & road maintenance, water and wastewater treatment, and solid waste transfer, 3) parks & recreation including county fair, 4) health clinics, social services, and animal control, 5) facilities and fleet maintenance. 1,000+ employees.

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES

1. DOES APPLICANT OWN, OPERATE OR LEASE AIRCRAFT / WATERCRAFT?  
   Y

2. DO / HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)  
   Y

3. ANY WORK PERFORMED UNDERGROUND OR ABOVE 15 FEET?  
   N

4. ANY WORK PERFORMED ON BARGES, VESSELS, DOCKS, BRIDGE OVER WATER?  
   N

5. IS APPLICANT ENGAGED IN ANY OTHER TYPE OF BUSINESS?  
   N

6. ARE SUB-CONTRACTORS USED? (If "YES", give % of work subcontracted)  
   Y

   Insured Understands certificates will need to be kept on file for all Subcontractors used or contact monies are reportable.

7. ANY WORK SUBLET WITHOUT CERTIFICATES OF INSURANCE? (If "YES", payroll for this work must be included in the State Rating Worksheet on Page 2)  
   Y

8. IS A WRITTEN SAFETY PROGRAM IN OPERATION?  
   Y

   Full Written Safety program in place.

9. ANY GROUP TRANSPORTATION PROVIDED?  
   Y

10. ANY EMPLOYEES UNDER 16 OR OVER 60 YEARS OF AGE?  
   Y

   Over 60

11. ANY SEASONAL EMPLOYEES?  
   Y

   as is common

12. IS THERE ANY VOLUNTEER OR DONATED LABOR? (If "YES", please specify)  
   Y

   Refer to current Resolution on file for coverage and active volunteer roster.

13. ANY EMPLOYEES WITH PHYSICAL HANDICAPS?  
   Y

   Yes

14. DO EMPLOYEES TRAVEL OUT OF STATE? (If "YES", indicate state(s) of travel and frequency)  
   Y

   Rarely but occasionally for Search & Rescue Services when requested (Aviation); and for conferences, and training.

15. ARE ATHLETIC TEAMS SPONSORED?  
   Y

   Various Local Sports Teams

16. ARE PHYSICALS REQUIRED AFTER OFFERS OF EMPLOYMENT ARE MADE?  
   Y

   Pre employment, post offer physicals are required for detention officers, sheriff's officers, and CDL drivers.
GENERAL INFORMATION (continued)

EXPLAIN ALL "YES" RESPONSES

17. ANY OTHER INSURANCE WITH THIS INSURER? N

18. ANY PRIOR COVERAGE DECLINED / CANCELLED / NON-RENEWED IN THE LAST THREE (3) YEARS? (Missouri Applicants - Do not answer this question) N

19. ARE EMPLOYEE HEALTH PLANS PROVIDED? Health, Vision, and Dental provided to all Employees; wellness incentive program to its employees and a near site health clinic. Y

20. DO ANY EMPLOYEES PERFORM WORK FOR OTHER BUSINESSES OR SUBSIDIARIES? N

21. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS? N

22. DO ANY EMPLOYEES PREDOMINANTLY WORK AT HOME? If "YES", # of Employees: N

23. ANY TAX LIENS OR BANKRUPTCY WITHIN THE LAST FIVE (5) YEARS? (If "YES", please specify) N

24. ANY UNDISPUTED AND UNPAID WORKERS COMPENSATION PREMIUM DUE FROM YOU OR ANY COMMONLY MANAGED OR OWNED ENTERPRISES? If YES, EXPLAIN INCLUDING ENTITY NAME(S) AND POLICY NUMBER(S). N

SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state’s requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION.

ANY UNDISPUTED AND UNPAID WORKERS COMPENSATION PREMIUM DUE FROM YOU OR ANY COMMONLY MANAGED OR OWNED ENTERPRISES? N

APPLICABLE IN AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully) presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully) presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. "Applies in MD Only.

APPLICABLE IN CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be referred to the Colorado Division of Insurance within the Department of Regulatory Agencies. "Applies in FL Only.

APPLICABLE IN FL AND OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree). "Applies in FL Only.

APPLICABLE IN KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purpor, insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act. "Applies in KS Only.

APPLICABLE IN KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation). "Applies in KY Only.

APPLICABLE IN ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may) include imprisonment, fines and denial of insurance benefits. "Applies in ME Only.

APPLICABLE IN NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties. "Applies in NJ Only.

APPLICABLE IN OR: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation). "Applies in NJ Only.

APPLICABLE IN PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. "Applies in PR Only.

APPLICABLE IN UT: Any person who knowingly or with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law. "Applies in UT Only.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HISHER KNOWLEDGE.

APPLICANT’S SIGNATURE (Must be Officer, Owner or Partner) DATE PRODUCER’S SIGNATURE NATIONAL PRODUCER NUMBER

ACORD 130 (2017/05) Page 4 of 4 27. 06/04/2019 | Human Resources | Coconino County Workers’ Compensation Coverage for FY20 -CopperPoint... 6/4/2019 Page 23 of 23
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

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

SUBJECT: Consideration and possible action regarding approval to award RFQ 2019-109, for “On-Call Geotechnical Services,” to Ninyo & Moore, Speedie and Associates, CMT Engineering and Western Technologies for one-year period for projects up to $100,000.00.

RECOMMENDED MOTION:

Approve the award of RFQ 2019-109, for “On-Call Geotechnical Services,” to Ninyo & Moore, Speedie and Associates, CMT Engineering and Western Technologies for 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 a wide range of geotechnical and materials testing services. Statements of Qualifications have been solicited from all interested parties. A committee of six (6) personnel has scored the proposals, with the results summarized below. The top-rated four (4) firms have been selected and will be placed under contract.

Notices were advertised and RFQ packets were sent to eight (8) potential firms.

Results of RFQs opened May 8, 2019 at 2:00 PM:

<table>
<thead>
<tr>
<th>FIRM NAME</th>
<th>SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Ninyo &amp; Moore</td>
<td>91.15</td>
</tr>
<tr>
<td>2. Speedie and Associates</td>
<td>89.25</td>
</tr>
<tr>
<td>3. CMT Engineering</td>
<td>89.05</td>
</tr>
<tr>
<td>4. Western Tech</td>
<td>88.42</td>
</tr>
<tr>
<td>5. Terracon Consultants</td>
<td>82.60</td>
</tr>
<tr>
<td>6. Quality Testing LLC</td>
<td>76.75</td>
</tr>
<tr>
<td>7. Yeh and Associates, Inc</td>
<td>75.37</td>
</tr>
</tbody>
</table>
The following firms were selected as On-Call Geotechnical Services provider:

FIRM NAME
1. Ninyo & Moore
2. Speedie and Associates
3. CMT Engineering
4. Western Tech

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:

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

ATTACHMENTS:

1 – Staff Report
2 - RFQ 2019-109
3 – Proposal Evaluation
COCONINO COUNTY
NOTICE OF REQUEST FOR QUALIFICATIONS

NOTICE IS HEREBY GIVEN that Statements of Qualifications (SOQs) will be received by the Clerk of the Board of Supervisors for furnishing the following items or services to Coconino County as follows:

UNTIL: May 8, 2019 @ 2:00PM for

RFQ: 2019-109

ITEM: On-Call Geotechnical Services

Request for Qualification (RFQ) packets are available upon request. For any questions, contact the Coconino County Purchasing Department, 219 E. Cherry Ave, Flagstaff, Arizona 86001. Telephone: (928) 679-7190 or visit the County web site at http://www.coconino.az.gov.

Statements of Qualifications shall be received and the submitting firms announced in the meeting room of the Board of Directors, 219 E. Cherry Ave, Flagstaff, Arizona. This is a qualifications-based selection process as authorized by ARS §34-601 through §34-612. An evaluation committee shall select, in order of preference and based on the criteria established, a list of several firms deemed to be the most qualified to provide the services required. The selection of the short list must be based on demonstrated competence and qualifications only. Fees, price man-hours or any other cost information may not be considered in the selection of the list. After a short list is selected, negotiations may commence for a contract with several firms for the required services. The negotiations shall include consideration of compensation and other contract terms and conditions the County determines to be fair and reasonable. In making this determination, the County shall take into account the estimated value, the scope, complexity and nature of the required services. Separate contracts with the County and the County Flood Control District will be prepared.

A pre-proposal meeting will be held on Monday, April 22nd, 2019 at 10:00AM at the County Public Works Department, 5600 E. Commerce Ave, Flagstaff, AZ 86004. Although this meeting is not mandatory, it is highly recommended that all interested firms attend.

______________________________
Lindsay Daley, Clerk
Board of Supervisors
Coconino County, Arizona
INSTRUCTIONS TO PROPOSERS

1. ONE (1) ORIGINAL and SIX (6) COPIES OF THE STATEMENT OF QUALIFICATIONS SHALL BE SUBMITTED. In submitting RFQs, please reference the RFQ number for the purpose of identification on the outside of the envelope submitted. The person authorized to sign shall submit RFQ with original ink signatures.

2. SOQs shall be delivered to and time stamped in the office of the Clerk of the Board of Supervisors, 219 E. Cherry Avenue, 2nd Floor, Flagstaff, Arizona, 86001, on or before the day and hour set for the opening in the published notice. SOQs shall be enclosed in a sealed envelope bearing the title and number of the serial RFQ and the name of the entity submitting the SOQ. It is the sole responsibility of the entity submitting the SOQ to see that their SOQ is received at the proper time. SOQs “faxed” to the County shall not be accepted.

3. Erasures, interlineations or other modifications in the SOQ shall be initiated in original ink by the authorized person signing the submittal.

4. A pre-RFQ conference is scheduled and all prospective proposers are urged to have a representative present. In any case where this is not possible, it is the Proposer’s responsibility to make certain that any information disclosed at the conference is considered when preparing a SOQ.

5. Any Proposer may withdraw their SOQ, either personally or by written request, at any time prior to the closing time for receipt of SOQs.

6. It is the express responsibility of the Proposer to be aware of any and all addenda that has been issued for this solicitation. All addenda are posted on the County and Demand Star web sites and will also be sent to any known plan holders for the solicitation. By submitting this signed offer, the Proposer affirms that they are aware of any addenda and have prepared their offer in accordance with the issued addenda. No allowances will be made for an Proposer’s failure to inform themselves of addenda content.

7. SOQs will be received in the meeting room of the Board of Supervisors at the time indicated in the Request for Qualifications. Details of each SOQ shall not be announced at the time of opening. Such information shall be made public after all negotiations are complete and awards made.

8. SOQs received after the scheduled closing time for receipt of SOQs will be returned unopened, to the Proposer(s).

9. Per A.R.S. §11-254.01, award will be made with reasonable promptness to the Proposers whose SOQs best conforms to the needs of the County.
10. All SOQs may be rejected if the Board determines that rejection is in the public interest.

11. The County reserves the right to waive any informality in accepting and evaluating SOQs.

12. If a person contemplating a SOQ for a proposed contract is in doubt as to the true meaning of any part of the RFQ documents, or finds discrepancies in or omissions from said documents, they shall submit to the Coconino County Purchasing Office a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery.

13. It is the responsibility of all Proposers to examine the entire set of RFQ documents and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy prior to submitting an SOQ. The Proposer is required to ensure that the documents received through any electronic method or RFQ posting service are complete. Negligence in preparing a SOQ confers no right of withdrawal after the due date and time.

14. Questions regarding the RFQ received less than forty-eight (48) hours before the SOQ opening shall not be answered. Any interpretation or correction of the proposed documents will be made only by addendum, duly issued, and a copy of such addendum will be mailed or delivered to all that are known to have received a set of RFQ documents. Coconino County is not responsible for any other explanations or interpretations of the documents.

15. Pursuant to A.R.S. §32-1102, contractors, architects and engineers for the County shall be licensed by the state of Arizona.

16. Failure on the part of the Proposer to comply with all of these instructions may result in rejection by the Board of Supervisors.

17. The RFQ specifications shall take precedence in any situation where the Instructions to Proposer and the RFQ specifications are contradictory.

18. SOQs will be evaluated based on qualifications and demonstrated experience and other factors listed in the evaluation criteria.

19. All Proposers shall complete the attached “Statement Regarding Responsibility and Compliance with Immigration and Anti-Terrorism Laws” and “Affidavit by Independent Contractor Certifying That There Was No Collusion in Bidding for Contract”. Failure to do so shall result in rejection of that SOQ.

20. Coconino County and Proposers will use their best cooperative efforts to resolve disputes arising in the normal course of business at the lowest organizational level
between each party’s staff with appropriate authority to resolve such disputes. When a
dispute arises which cannot be resolved in the normal course of business, the authorized
persons shall notify the other of the dispute, with the notice specifying the disputed
issues and the position of the party submitting the notice. The authorized persons shall
use their best good faith efforts to resolve the dispute within five business days of
submission by either party to the other of such dispute notice.

21. All known sub-contractors to this project must be indicated in the submittal. No
subcontract will be construed as making the County a party of or to such subcontract, or
subjecting the County to liability of any kind to any subcontractor. No subcontract
shall, under any circumstances, relieve the Independent Contractor of liability and
obligation under this contract; and despite any such subletting, the County shall deal
through the Independent Contractor. Subcontractors will be dealt with as workmen and
representatives of the Independent Contractor.

22. The Proposer’s products, services and facilities shall be in full compliance with all
applicable Federal, State and local health, environmental, and safety laws, regulations,
standards and ordinances regardless of whether or not they are referred to by the
County. The Proposer shall be familiar with and operate within the guidelines set forth
by the Occupational Safety and Health Act.

23. Coconino County’s purchasing policy is in accordance with ARS 11-254.01. The
County Board of Supervisors had adopted and approved this policy. The policy can be
viewed on the County web site at http://coconino.az.gov/purchasing/.

24. Any Proposer objecting to the recommendation of award, rejection of an SOQ,
solicitation procedures of an RFQ, or any portion thereof, the Proposer must submit a
written protest to the Purchasing Manager. This protest must be submitted prior to the
Board of Supervisors meeting at which the recommendation is on the agenda for award
or rejection. The protest must be filed with the Purchasing Manager within five
business days from notification of the recommendation. Complete dispute instructions
and process can be found in Section Nine (9) of the Coconino County Purchasing
Policy http://www.coconino.az.gov/purchasing

25. Coconino County, City of Flagstaff, Flagstaff Unified School County, Northern Arizona
University, and Coconino Community College have implemented an
Intergovernmental Cooperative Purchasing Agreement. The County is also a member
of the cooperative purchasing group Strategic Alliance for Volume Expenditures
(SAVE), which allows participating agencies to utilize awarded County contracts.
Proposers shall acknowledge and agree that the Proposal and contract prices offered to
the County will also be offered to these additional agencies should they elect to
purchase off of this contract. Proposer shall note how long the Proposal prices shall
remain firm. Each agency shall be responsible for ordering and payment of each order
placed through this cooperative purchasing agreement.
STATEMENT REGARDING RESPONSIBILITY AND COMPLIANCE WITH IMMIGRATION AND ANTI-TERRORISM LAWS

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

2. List any convictions of any person, subsidiary, or affiliate of the company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affect the responsibility of the contractor. (See procurement policy section 7.2 for types of offenses.)

3. List any convictions or civil judgments under state or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly failing to perform (without good cause), or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any government agency.

6. List any contracts not completed on time.

7. List any penalties imposed for time delays and/or quality of material and workmanship.

8. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.
9. In accordance with A.R.S § 41-4401, Offeror hereby warrants its compliance with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations related to the immigration status of its employees, and A.R.S. §23-214 which requires every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.

________________________________________________________________________

I, ______________________________ , as __________________________
Name of Individual         Title & Authority
Of ______________________________ , declare under oath that
Company Name

The above statements, including any supplemental responses attached hereto, are true.

________________________
Signature

State of ____________________________
County of ____________________________

Subscribed and sworn to before me on this _________ day of ____________
2019 by ______________ representing him/herself to be ______________ of the
company named herein.

______________________________________
Notary Public

______________________________________
My Commission Expires

6
AFFIDAVIT BY CONTRACTOR CERTIFYING THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF ARIZONA )
 )ss
COUNTY OF: )
 )

________________________________________
(Name of Company, Representative)

being first duly sworn, deposes and says:

That she/he is ______________________________ of

(Title) ________________
(Name of Company)

________________________________________ and

That pursuant to Section 112 (C) of Title 23 USC, certifies as follows:
That neither he/she nor anyone associated with the said.

________________________________________
(Name of Company)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding for the bid for the:

By; ________________________________
(Name of the Individual/Representative)

Subscribed and sworn to before me this ________ day of ____________, 2019

Title:

My Commission expires:

________________________________________
(Notary Public)
Independent Contractor Information

RFQ 2019-109

Company Name

___________________________________________________________________

Address

___________________________________________________________________

City / State / Zip

___________________________________________________________________

Authorized Signature Please Print

___________________________________________________________________

Telephone

___________________________________________________________________

Fax

___________________________________________________________________

Date

___________________________________________________________________

e-mail Address
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<tr>
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<td>Affidavit by Independent Contractor Certifying that there was no Collusion in Bidding for Contract</td>
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<td>15-21</td>
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Request for Qualifications  
2019-109  

On-Call Geotechnical Services  

1.0 Introduction  

1.1 Coconino County (hereinafter “County”) is seeking Statements of Qualifications (SOQs) from geotechnical professionals (hereinafter “Independent Contractor”) registered in the State of Arizona for this type of work. The County intends to award multiple contracts to the highest rated firms on the final list after all proposals are evaluated based on the weighted selection criteria. The contract term will be a one (1) year period. The contract may be renewed for up to four (4) additional one-year terms based on the successful performance by the Independent Contractor and the needs of the County. 

This Agreement is limited to a maximum cost of $100,000 per project.  

2.0 Scope of Work  

2.1 The Independent Contractor shall provide professional geotechnical services to the County during the term of the Agreement, when and as requested by the County for specific projects. The County reserves the right to have multiple Independent Contractors under contract to select from to provide such services. 

2.2 The Independent Contractor shall prepare, upon request from the County, a Scope of Work for a given project. The Scope of Work shall include estimated number of staff hours by position/discipline for said project as well as fees for anticipated tests. 

2.3 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. 

2.3.1 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.
3.0 Pre-Submittal Conference

3.1 A pre-submittal conference will be held on Tuesday, April 22, 2019 at 10:00 AM at:
Coconino County Public Works Department
5600 E. Commerce Ave.
Flagstaff, AZ 86004

4.0 Statement of Qualifications (SOQ) Evaluation Criteria

The Independent Contractor will be selected through a qualification-based selection process. Firms interested in providing on-call geotechnical services must submit a Statement of Qualifications (SOQ) that addresses the following evaluation criteria:

4.1 Experience and Qualifications of the Firm: (30 points)

4.1.1 Identify at least three projects in which the Independent Contractor provided geotechnical services. The projects listed should demonstrate the breadth of the Independent Contractor’s experience and demonstrated capabilities.

4.1.2 For each comparable project identified above, provide:

- Description of project;
- Length of project;
- Project cost;
- Number of Change Orders and the reasons;
- Project Owner reference information.

4.2 Experience of Key Personnel Expected to be Assigned to this Project: (20 points)

4.2.1 For each key person identified, provide resumes (maximum of two (2) pages) as an appendix. Include applicable degrees and certifications as part of the resume. List at least two relevant projects in which they have played a primary role. Please provide:

- Description of project;
- Role of the person;
- Project cost;
- Project Owner reference information.

4.2.2 Identify key staff members and the percentage of their time expected to be devoted to this contract.
4.2.3 List any proposed consultants and subcontractors, including key staff names and the experience and qualifications of these individuals. Explain how these key staff personnel for this proposed contract have sufficient experience.

4.3 Experience providing geotechnical services in local geographic and climatic conditions (20 points)

4.3.1 Provide examples of projects performed in Northern Arizona to demonstrate familiarity with local circumstances.

4.3.2 For each comparable project identified above, provide:

- Description of project;
- Length of project;
- Project cost;
- Number of Change Orders and the reasons;
- Project Owner reference information.

4.4 Completeness of Proposal (20 points)

4.4.1 Evaluators will score the completeness of each proposal submitted.

4.5 Past Performance Questionnaire: (10 points)

4.5.1 The Independent Contractor will be responsible for sending a “Past Performance Questionnaires” (pg. 14) to at least three (3) past clients and ensuring that the County receives at least three responses directly from the past clients to evaluate. Please do not include Coconino County as a reference. These surveys must be submitted by the same date and time as noted on page 1.

5.0 Submittal Requirements

5.1 Submission Package: Independent Contractors shall submit one (1) original and six (6) identical copies of their SOQs in a clearly marked sealed envelope or box addressed to the Clerk of the Board of Supervisors. The package must clearly identify the submittal deadline, the RFQ number (RFQ 2019-109), and the name and return address of the respondent.

5.2 The “Introductory Letter” submitted with the original copy must bear an original signature in ink. Facsimile, telegraphic, or electronic submissions for are not acceptable.
5.3 Limit your submittal (other than required appendices) to fifteen (15) 8½” x 11” pages.

5.4 Deadline and Location: The County will receive SOQs at the time and location indicated on the page one (1) of this solicitation. Late submittals will be returned unopened, without exception.

6.0 Selection Process

6.1 The selection process will be by committee evaluating each responsive Statement of Qualifications according to the Evaluation Criteria and rank several finalists.

6.2 Contracts will be completed with the highest scoring firms and submitted to the Board of Supervisors for approval.

7.0 Evaluation of SOQs:

<table>
<thead>
<tr>
<th>No.</th>
<th>Criteria</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Experience and qualifications of the firm</td>
<td>30</td>
</tr>
<tr>
<td>2</td>
<td>Experience of key personnel assigned to project</td>
<td>20</td>
</tr>
<tr>
<td>3</td>
<td>Experience in local geographic and climactic conditions</td>
<td>20</td>
</tr>
<tr>
<td>4</td>
<td>Completeness of Proposal</td>
<td>20</td>
</tr>
<tr>
<td>5</td>
<td>Past Performance Questionnaire</td>
<td>10</td>
</tr>
<tr>
<td>6</td>
<td>Total Points</td>
<td>100</td>
</tr>
</tbody>
</table>

7.1 Questions regarding the Coconino County selection process should be directed to:

Scott Richardson, CPPO
Purchasing Manager
Email: srichardson@coconino.az.gov

Any clarifications or interpretations of this RFQ that materially affect or change the scope or intent will be issued via addenda and posted by the County on the County’s web site: (http://www.coconino.az.gov/purchasing).
Past Performance Questionnaire for Firm

On-Call Geotechnical Services

RFQ Number: 2019-109

Subject: Past Performance Survey of: (Name of Firm Being Surveyed)

Coconino County collects past performance information (on firms and key personnel) to assist in procuring/awarding projects based on value. The firm/individual listed above has listed you as a reference for a past project they have completed. We would greatly appreciate it if you would take a few moments to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, please leave it blank.

Client Name: ___________________________ Date Completed: __________
Project Name: ___________________________

<table>
<thead>
<tr>
<th>NO</th>
<th>CRITERIA</th>
<th>UNIT</th>
<th>RATING</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ability to meet customer expectations</td>
<td>(1-10)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Ability to manage costs (change orders)</td>
<td>(1-10)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Ability to maintain project schedule</td>
<td>(1-10)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Comfort level in hiring the firm/individual again</td>
<td>(1-10)</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Ability to increase value (quality of design)</td>
<td>(1-10)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Ability to identify and minimize the users risk</td>
<td>(1-10)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Ability to close out</td>
<td>(1-10)</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Leadership ability (minimize the need of owner direction)</td>
<td>(1-10)</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Has the project been constructed</td>
<td>Circle</td>
<td>Y / N</td>
</tr>
</tbody>
</table>

Printed Name (of Evaluator) ___________________________ Signature (of Evaluator) + Phone # ___________________________

Thank you for your time and effort in assisting the Coconino County in this important endeavor. Please e-mail the completed survey to srichardson@coconino.az.gov or to: Fax # (928)679-7195. All surveys are due no later than 2:00PM, Wednesday, May 8, 2019.
Exhibit “A”

SAMPLE AGREEMENT

This sample agreement is merely illustrative and is not necessarily the agreement that would be entered into by the Independent Contractor. The agreement offered by the County to the Independent Contractor may have additional or different terms than those contained in this sample agreement. Also, a second contract will be prepared for the County Flood Control District including language required by the federal reimbursing agencies.

INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") made this ____ day of ______________, 2019,

BETWEEN

(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 for an Independent Contractor to provide professional geotechnical services, (hereinafter the “Services”); and

B. The County has reviewed Statements of Qualifications (SOQs) in order to obtain the Services; and

C. The Independent Contractor has submitted a successful proposal (hereinafter the “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.

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 Independent Contractor shall provide professional geotechnical services to the County during the term of the Agreement, when and as requested by
the County for specific projects. The County reserves the right to have multiple Independent Contractors under contract to select from to provide such services.

B. The Independent Contractor shall prepare, upon request from the County, a Scope of Work for a given project. The Scope of Work shall include estimated hours of employees shown on Attachment “A” hereto who will be working on said project as well as fees for anticipated tests. This Agreement is limited to a maximum cost of $100,000 per project.

II. Compensation

The compensation to be paid by the County for work performed by the Independent Contractor under Section I above, shall be based on the fees described in Attachment “A”. The payment terms will be net thirty (30) days. In no instance, however, shall the total amount due to Independent Contractor exceed the amount of $100,000 per project.

III. Term of Agreement

The effective term of this Agreement is from June 1, 2019 until May 31, 2020.

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 by giving thirty (30) days’ notice of termination to the other party.

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 in an amount not less than One Million Dollars ($1,000,000) per occurrence/Two million Dollars ($2,000,000) aggregate.

   ii. Automobile Liability in an amount not less than One Million Dollars ($1,000,000) per occurrence.
iii. A Certificate of Insurance for worker’s 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, except for professional liability insurance and workers compensation, if any, 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 policy 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 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. 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. § 23-314A.

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 any Independent Contractor or any of its subcontractors who work on the contract to ensure
that the Independent Contractor or its subcontractor(s) is complying with the warranty provided under paragraph (A) (above).

D. In accordance with A.R.S. §35-391.06, the Independent Contractor hereby certifies that the Independent Contractor does not have scrutinized business operations in Iran or the Sudan or with any party on the list of parties excluded from Arizona procurement.

E. The Independent Contractor further certifies that it is in compliance with the Export Administration Act and not on the Excluded Parties List.

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

IX. 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.

X. 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.

XI. 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.
XII. 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.

XIII. 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.

XIV. Non-assignment

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

XV. Cancellation of Agreement

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

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. **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.

(INDEPENDENT CONTRACTOR)  

COCONINO COUNTY  
BOARD OF SUPERVISORS  

________________________  
Art Babbott  
Chairman  

ACKNOWLEDGED before me by ___________ as ______  
of and for ______  
on this ___ day of __________, 2019.  

_____________________
Clerk of the Board  

ATTEST:  

_____________________
Deputy County Attorney  

APPROVED AS TO FORM:  

_____________________
Notary Public
### CMT ENGINEERING LABORATORIES

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### NINYO & MOORE

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### QUALITY TESTING, LLC

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**TOTAL:** 460.5

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**RFQ 2019-109 (Proposal Evaluation)
On-Call Geotechnical Services**

5/17/2019
## RFQ 2019-109 (Proposal Evaluation)
### On-Call Geotechnical Services

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DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Jim Driscoll, Coconino County Sheriff

SUBJECT: Consideration and possible action regarding approval of a Memorandum of Understanding (MOU) with the National Park Service, US Department of Interior (NPS) to provide mutual law enforcement and search and rescue operations within the Glen Canyon National Recreation Area for five years from executed agreement.

RECOMMENDED MOTION:

Staff recommends that the Board of Supervisors approve a Memorandum of Understanding (MOU) with the National Park Service, US Department of Interior (NPS) to provide mutual law enforcement and search and rescue operations within the Glen Canyon National Recreation Area for five years from executed agreement.

BACKGROUND:

The Coconino County Sheriff’s Office and the law enforcement officers of the Glen Canyon National Recreation Area have a strong working relationship that supports each other’s efforts in enhancing law enforcement in connection with the activities within the Park. MOU’s between the agencies have been in place for many years.

This current MOU outlines the activities that each agency will provide, directed by both Federal and State statutes. This mutual assistance will enhance public safety and benefit both the National Parks Service and the Coconino County Sheriff’s Office.

This agreement outlines both law enforcement and search and rescue activities. Within the Glen Canyon National Recreation Area, NPS law enforcement officers retain the authority to enforce federal laws, and state and county ordinances. The primary responsibility for responding to, investigating, prosecuting, or taking other appropriate action within the Park rests with the NPS law enforcement. If NPS does not have sufficient personnel, NPS will request assistance from CCSO. CCSO has the primary responsibility for search and rescue efforts within NPS lands. NPS may commence initial actions for search and rescue operations and will notify CCSO of all incidents being conducted. Additional resource support will be coordinated by all agencies involved.
Both agencies will coordinate all public information releases regarding law enforcement incidents, investigations, actions and other matters involving both parties.

**ALTERNATIVES:**

The Sheriff’s Office is the local public authority with primary responsibility for protection of life, property and public safety in Coconino County. This agreement provides both the Sheriff’s Office and the National Park Service with clear guidelines for their supporting roles in law enforcement within and near the boundaries for the Glen Canyon National Recreation Area. Without this support system in place, property and lives could be placed in danger.

**FISCAL IMPACT:**

The cost of furnishing law enforcement mutual aid and assistance services shall be borne by the agency furnishing the service and no claims for reimbursement shall be made upon the other.

**ATTACHMENTS:**

1 - Staff Report  
2 - MOU
MEMORANDUM OF UNDERSTANDING
FOR PROPRIETARY CRIMINAL JURISDICTION
BETWEEN
GLEN CANYON NATIONAL RECREATION AREA
AND COCONINO COUNTY, ARIZONA

THIS AGREEMENT is made and entered into by and between, GLEN CANYON NATIONAL RECREATION AREA, NATIONAL PARK SERVICE, UNITED STATES DEPARTMENT OF THE INTERIOR, hereinafter referred to as "Chief Ranger", and the SHERIFF OF COCONINO COUNTY, STATE OF ARIZONA, hereinafter referred to as "Sheriff".

THE PARTIES AGREE TO THE FOLLOWING RECITALS:

1. The Sheriff, under Arizona law, has jurisdiction and responsibility to administer and enforce the laws of the State of Arizona and County of Coconino on lands within the County (including lands within the Glen Canyon National Recreation Area), and

2. The Chief Ranger, under the laws of the United States (54 USC 102701), has the authority and responsibility to manage and protect National Recreation Area (NRA) lands and resources, to maintain law and order, and to protect persons and property on those Federal lands within the boundaries of Glen Canyon National Recreation Area.

3. The State of Arizona has not granted to the United States exclusive or concurrent criminal jurisdiction on those federally held lands within Glen Canyon National Recreation Area. In the absence of such a grant, the Chief Ranger will operate under a proprietary interest with regard to law enforcement in the Glen Canyon National Recreation Area.

4. Both parties desire to cooperate in law enforcement and agree that such cooperation will result in reduction in response time, cost to the public, and will promote the public welfare and enjoyment of the area by establishing a consistent and uniform application of enforcement.

5. Under Arizona law ARS 11-441(c) The Sheriff shall conduct or coordinate within the county search or rescue operations involving the life or health of any person, or may assist in such operations in another county at the request of that county’s Sheriff, and may request assistance from any persons or agencies in the fulfillment of duties under this subsection.

6. The Chief Ranger has the statutory authority under Federal law to conduct/coordinate search and rescue operations within the National Recreation Area, pursuant to 54 USC 102712. The authority in 54 USC 102712 states (a) Aid to visitors- “The Secretary may aid visitors within a System unit in an
emergency…”. Emergencies may include SAR, fire and medical incidents.

7. Officer, violator/victim, and public safety will be a primary concern in all law enforcement and search and rescue operations covered by the terms of this agreement. (Joint team efforts in training are recommended, particularly in climbing rescue missions.)

8. The area supervisor for the Sheriff’s Office and a National Park Service representative shall meet at least annually to evaluate and discuss local issues.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Chief Ranger shall have primary responsibility for maintaining law and order and the protection of persons, property, and resources within the park except as otherwise hereinafter provided.

2. The Chief Ranger shall have primary responsibility for investigations and arrests for violations of Title 36 of the Code of Federal Regulations and the following felonies:
   
   a. Crimes against U.S. Government property, excluding that in which concessionaires enjoy a possessory interest according to Public Law 89-249 (79 Statute 969; 54 USC 101912) or have Leasehold Surrender Interest according to Public Law 105-391.
   
   b. Assaults on a Federal Officer.

   The Chief Ranger shall promptly notify the Sheriff of any individual case under (a) or (b) above.

3. The Sheriff shall have primary responsibility for investigations and arrests for all felonies and misdemeanors as defined by Arizona Revised Statues except for those included in paragraph 2 above.

4. All deaths shall be concurrently investigated by the Sheriff and the Chief Ranger. The Sheriff shall have full responsibility in criminal aspects. Both the Chief Ranger and the Sheriff shall investigate for civil purposes. The Sheriff shall be responsible for notification of the County Medical Examiner. The Sheriff shall have the primary responsibility for notification; however, this responsibility may be jointly managed in special circumstances. If the death involves a Federal employee or a foreign national dignitary, the Chief Ranger will also administratively notify next of kin.

5. Inasmuch as most criminal violations are discovered by or reported to NPS law enforcement (LE) rangers and criminal investigators, the Glen Canyon Regional
Communication Center will notify the Sheriff’s communication center in a timely manner of such violations. NPS commissioned officers will take immediate initial actions relative to these violations pending the arrival of the Sheriff, who may assume complete responsibility for the investigation to its conclusion. The Chief Ranger may assist the Sheriff to the extent of available resources. If the Sheriff elects not to assume investigative responsibility for the case, the Chief Ranger may proceed with the case. The Sheriff shall notify the Chief Ranger of any event occurring within the GLCA. For special circumstances, to include undercover and covert law enforcement operations, the Sheriff shall notify only the Chief Ranger of any results and/or intel obtained from those events. This notification will occur between the County and Glen Canyon Regional Communication Centers via telecommunication or in person, depending upon the exigency and the security requirements of the mission. Reports of felonies, searches, or other matters of mutual interest will be coordinated and exchanged.

6. At least once a year, both agencies will participate in cross training opportunities, including but not limited to annual law enforcement, jurisdiction and search rescue trainings.

7. The Sheriff has responsibility for search and rescue within NPS lands. The Chief Ranger may commence initial actions for search and rescue operations, and the Sheriff will be notified of all incidents being conducted within the areas of Coconino County. Additional resource support beyond the initial action phase will be coordinated on a case-by-case basis by all the agencies involved given their available resources. The Chief Ranger and the Sheriff shall coordinate in determining additional resources. In the event additional resources are needed, the Sheriff will be tasked with the coordination of local and state government resources, while the Chief Ranger will coordinate Federal government resources. When resources from Coconino County and Glen Canyon are jointly involved, every effort will be made to manage the incident under a Unified Command structure to efficiently and effectively coordinate resources. Investigative functions will be conducted jointly by the Chief Ranger and the Sheriff. Before any organized search effort is suspended or terminated within the NRA’s boundary, a determination shall jointly be made by the Sheriff and the Chief Ranger after a review of available information. In the event that an agreement cannot be reached, neither agency will interfere with the other’s decision to continue using its own resources at its own expense.

8. When incidents reach such a level as to attract media attention, all public information released will reflect joint communication and agreement between the Chief Ranger and the Sheriff.

9. The Sheriff will be notified in the event of a HAZMAT incident or fuel spills on
lands or waters within the areas of Coconino County that fall within the boundaries of Glen Canyon National Recreation Area. The Sheriff will provide assistance to the extent that resources are requested and available.

10. The Chief Ranger and the Sheriff will provide mutual assistance upon request during law enforcement incidents, public safety incidents, and civil disasters occurring within NRA or on adjacent County lands to the extent of available resources and to the extent permitted by law. GLCA will notify and consult with the Sheriff when involved in a joint agency operation involving pre-planning or participation under the incident command system outside of the NRA boundaries but within Coconino County. National Park Service response to law enforcement incidents outside of GLCA, excluding joint agency operations involving pre-planning or participation under the incident command system, will be limited to those events that present a grave and immediate threat to the safety and welfare of law enforcement personnel, i.e. “officer in trouble” calls or when an immediate police response is required and the Sheriff’s Office response is to be delayed. In such cases the Coconino County Sheriff’s Office Dispatch shall be contacted, and the earliest available deputy will be dispatched simultaneous to the GLCA response. The National Park Service may take all initial actions necessary to protect persons and property pending the arrival of the Sheriff’s Office.

11. NPS commissioned officers may be required to travel in and out of the County or GLCA as a part of their patrols or administrative duties, and that inevitably these NPS commissioned officers will observe violations of law or encounter emergency law enforcement situations that would require immediate intervention to maintain the peace or protect the public;

BOTH PARTIES AGREE TO:

a. If in the absence of a Coconino County Sheriff or Deputy, a NPS commissioned officer observes violations of law so egregious as to require immediate action and intervention in order to safeguard life or protect property, she/he may initiate actions as necessary in order to stop the egregious act. Once the scene has been stabilized, the commissioned officer will contact the Sheriff and coordinate further investigation until such time as members of the "primary" agency have arrived to assume command and control of the incident: and,

(Examples of egregious incidents include acts of violence, robberies, hazardous conditions, and criminal damage to property among others).

b. Any action initiated under the criteria outlined above will immediately be reported to the Coconino County communications center for the assignment
and coordination of additional responding units.

IN ADDITION, BOTH PARTIES UNDERSTAND AND AGREE THAT:

All emergency law enforcement actions to be taken by NPS commissioned officers outside the boundaries of the NRA, as approved by this Agreement, will be considered to the extent allowed by law as being within the scope of employment, and the NPS commissioned officers will remain under the administration and control of the National Park Service.

12. The Sheriff may provide deputy commission status to selected Type I, Park Law Enforcement Personnel who can meet the equivalent Arizona P.O.S.T. Training Standards. Such deputy commission designation will be subject to concurrence by both parties through a written policy, outlining the level and extent of assistance outside of GLCA.

13. The Chief Ranger and Sheriff mutually agree that officers enforcing State law shall meet the minimum standards of training, or the equivalent thereof, as established by the Arizona State P.O.S.T.

14. The cost of furnishing law enforcement mutual aid and assistance services shall be borne by the agency furnishing the service and no claims for reimbursement shall be made upon the other.

15. The responsibilities as established in the above paragraphs may be reversed in any individual case by mutual agreement of the Chief Ranger and the Sheriff.

16. The term of this agreement shall extend for a period of five years from the date of approval of this agreement by the Superintendent, the Chief Ranger and Sheriff, or it may be terminated by either party hereto giving to the other party a 90 (ninety) day written notice of termination. The Sheriff and the Chief Ranger, or their designees, shall meet a minimum of once each calendar year to evaluate this agreement. The agreement may be revised at any time deemed necessary by mutual agreement between the Sheriff and the Chief Ranger.
IN WITNESS WHEREOF, the parties hereto have caused their representatives to affix their signatures on the ____ day of __________________, 2019.

________________________________
Jim Driscoll, Sheriff
Coconino County, Arizona

________________________________
Angela Boyers, Chief Ranger
Glen Canyon National Recreation Area

________________________________
William Schott, Superintendent
Glen Canyon National Recreation Area

For Coconino County, approved by resolution of the board of supervisors at a duly noticed meeting:

________________________________________          ________________________
Art Babbott, Chairman   Date
Coconino County Board of Supervisors

Approved as to for and found to be within the powers of the Coconino County Board of Supervisors under Arizona law:

________________________________________          ________________________
Rose Winkeler                                      Date
Deputy County Attorney, Coconino County
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Sarah Benatar, Coconino County Treasurer

SUBJECT: Consideration and possible action regarding approval of Resolution 2019-14, approving a Certificate of Removal and Abatement Purging Record of Tax, Penalty and Interest on Personal Property Taxes, pursuant to ARS Title 42 Article 8.

RECOMMENDED MOTION:

Approve Resolution 2019-14, approving a Certificate of Removal and Abatement Purging Record of Tax, Penalty and Interest on Personal Property Taxes, pursuant to ARS Title 42 Article 8.

BACKGROUND:

From time to time it is necessary to clean up the uncollectible, delinquent real and personal property rolls of the county. The Legislature established statutory language to enable county treasurer’s to delete records of delinquent real and personal property under specific circumstances, defined in ARS 42-18351.

After diligent research, and multiple attempts to locate owners and property, it has been determined by both the County Assessor and County Treasurer that the properties listed in Attachment A, supplemental to the Resolution, are legally eligible for removal and abatement, in full. A description of the reason for removal is shown with each property listed. The last time a Resolution was approved for a Certificate of Removal and Abatement was August 2018.

ALTERNATIVES:

Do not approve Certificate of Removal and Abatement which will leave uncollectible taxes on the tax roll.
FISCAL IMPACT:

No realized impact due to the fact that these taxes are deemed to be uncollectible. The total tax of $1,249.98 and interest and penalties of $1,004.91 are deemed uncollectible.

ATTACHMENTS:

1 - Staff Report
2 - RESOLUTION 2019-14
3 - ATTACHMENT A
RESOLUTION 2019 - 14

A RESOLUTION OF THE COCONINO COUNTY, ARIZONA, BOARD OF SUPERVISORS, APPROVING THE CERTIFICATE OF REMOVAL AND ABATEMENT OF PERSONAL PROPERTY TAXES AS LISTED IN ATTACHMENT A

WHEREAS ARS Title 42 Article 8 allows for the abatement of tax and removal of lien; and

WHEREAS the Treasurer has determined there are circumstances for abating tax and removing tax lien; and

WHEREAS certain real property parcels have been subject to an event or circumstance that existed at the time of the levy and assessment, or that occurred afterwards, that invalidates the lien of the property tax or the sale of the lien; and

WHEREAS certain mobile homes have been subject to an event or circumstance that existed at the time of the levy and assessment, or that occurred afterwards, that invalidates the lien of the property tax; and

WHEREAS the delinquent taxes on certain mobile homes have been determined to be uncollectible through removal of the property, destruction of the property, or conditions such that the cost of seizure and sale of personal property would equal or exceed the revenue that could be derived; and

WHEREAS the Board of Supervisors has the authority to approve the Certificate of Removal and Abatement;

NOW THEREFORE BE IT RESOLVED that the Coconino County Board of Supervisors approves Certificate of Removal and Abatement which results in the county treasurer deleting from the delinquent list all real and personal property listed in Attachment A of the Certificate.

Signed and sealed this _____ day of __________, 2019.

AYES:

NOES:

ABSENT:

COCONINO COUNTY BOARD OF SUPERVISORS

(SEAL) Art Babbott, Chair

Resolution 2019-14 Page 1 of 2 Approved June 4, 2019
ATTEST:

____________________________
Clerk of the Board

APPROVED AS TO FORM:

____________________________________
Deputy County Attorney
## CERTIFICATE OF REMOVAL AND ABATEMENT
### IPR & REAL PROPERTY ABATEMENTS

**Beginning April, 2018**

<table>
<thead>
<tr>
<th>Taxpayer ID# or Parcel #</th>
<th>Tax Roll #</th>
<th>Current Owner of Record and Description</th>
<th>Year/s</th>
<th>Taxes Due</th>
<th>Interest/Fees Thru June 2018</th>
<th>Reason</th>
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<td>R0169102 112-60-154</td>
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<td>Ponderosa Trails Unit 7 LLC North Slope HOA</td>
<td>2004</td>
<td>$7.40</td>
<td>$5.99</td>
<td>Assessor to do TRC on 2016-2018 as parcel should have been dedicated to the City of Flagstaff at time subdivision was created</td>
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<td>$5.99</td>
<td>Assessor to do TRC on 2016-2018 as parcel should have been dedicated to the City of Flagstaff at time subdivision was created</td>
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<td></td>
<td></td>
<td></td>
<td>2015</td>
<td>$18.92</td>
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**Total**

$255.14 $113.71
## CERTIFICATE OF REMOVAL AND ABATEMENT
### PERSONAL PROPERTY/COMMERCIAL & REAL PROPERTY ABATEMENTS

**Beginning August 7, 2018 - February 12, 2019**

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<tr>
<th>Taxpayer ID# or Parcel #</th>
<th>Tax Roll #</th>
<th>Current Owner of Record and Description</th>
<th>Year/s</th>
<th>Taxes Due</th>
<th>Interest/Fees Thru February 2019</th>
<th>Reason</th>
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<td>M0003903</td>
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<td>Jack O Butler 1979 Hillcrest 12x72</td>
<td>2010</td>
<td>$42.24</td>
<td>$58.57</td>
<td>MH was destroyed by fire July of 2010 per Notice of Claim. Treasurer to do certificate of clearance on 2010-2014. 2009 taxes still due as the MH was in tact for this tax year.</td>
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<tr>
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<td>SN: 02761024M</td>
<td>2011</td>
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<td>Andrienna Tahaha 1993 Cavco Durango 14x52</td>
<td>2013</td>
<td>$135.68</td>
<td>$117.59</td>
<td>Unable to locate MH per Assessor's Office TRC being done for 2015-2018 previous owner says it is located on the reservation May of 2013 Treasurer to do certificate of clearance on 2013 &amp; 2014.</td>
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<td>Jammie Lyn Judd 1982 Oct 14x68</td>
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<td>$2.64</td>
<td>Duplicate account of M0004039</td>
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<td>Augustin Lopez Uribe 1983 Kaufman &amp; Broad 10x24</td>
<td>2015</td>
<td>$41.98</td>
<td>$23.51</td>
<td>MH was never located in Coconino County per Yavapai County Treasurer Treasurer to do certificate of clearance on 2015</td>
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<td>M0036680</td>
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<td>Rosa Linda Figueroa 1985 Schult 14x52</td>
<td>2014</td>
<td>$78.98</td>
<td>$56.87</td>
<td>MH Double Assessed with M0000327 Assessor to TRC 2015-2018 Treasurer to do Certificate of Clearance on 2014</td>
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<td>M0035694</td>
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<td>Ritchie Bros Auctioneers 1980 Santa Fe 8x40</td>
<td>2011</td>
<td>$22.78</td>
<td>$27.34</td>
<td>MH was located in Maricopa County for these year and taxes were paid. Spoke to Maricopa County Assessor's Office to verify, see printout.</td>
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<td>2013</td>
<td>$41.86</td>
<td>$36.84</td>
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</table>

**Total** $994.84 $891.20
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Sarah Benatar, Coconino County Treasurer

SUBJECT: Consideration and possible action regarding approval of Addendum Number 4 to the Business Loan Agreement (Coconino County Districts Revolving Line of Credit) with JP Morgan Chase Bank N.A. for $16,487,500.00 for FY20.

RECOMMENDED MOTION:

Approve Addendum Number 4 to the Business Loan Agreement (Coconino County Districts Revolving Line of Credit) with JP Morgan Chase Bank N.A. for $16,487,500.00 for FY20.

BACKGROUND:

Coconino County has a serving bank contract with JP Morgan Chase Bank, N.A. that began July 1, 2017. The Business Loan Agreement (Coconino County Districts Revolving Line of Credit) is part of the service package from JP Morgan Chase Bank, N.A., offered to Coconino County and various taxing authorities. The line of credit allows political subdivisions to continue business by paying suppliers and meeting payroll at times that tax revenue may not cover the value of warrants processed in the normal course of business. The line of credit allows for borrowing of funds, at Small Issue Rate of 74% of the Base Rate. Base Rate as of today is 5.50%. The line of credit is repaid automatically when tax or other revenue is deposited into the tax authority account.

ALTERNATIVES:

The alternative to a Revolving Line of Credit is to register warrants. Registered warrants incur a borrowing rate of the Base Rate. The Line of Credit saves 26% of the Base Rate. Registered warrants have to be secured for the full amount of the warrant, with the potential of having to take out a loan for a much larger dollar amount, with higher interest costs.
FISCAL IMPACT:

None.

ATTACHMENTS:

1 - Staff Report
2 - ADDENDUM NO 4 TO LOAN AGREEMENT
BUSINESS LOAN AGREEMENT
(COCONINO COUNTY DISTRICTS REVOLVING LINE OF CREDIT)

ADDENDUM NO. 4

EFFECTIVE DATE July 1, 2019

PARTIES: Borrower Coconino County, Arizona Board of Supervisors for each of the Districts listed in Schedule I attached to the hereinafter defined Agreement, through the Coconino County Treasurer, as their agent

Bank JPMorgan Chase Bank, N.A., a national banking association authorized to do business in the State of Arizona

RECITAL:

Bank and Borrowers are parties to that certain Business Loan Agreement (Coconino County Districts Revolving Line of Credit), dated July 1, 2017 (“Agreement”), and Promissory Note, dated July 1, 2017 (“Note”), as the Agreement and Note have been amended, modified, extended, renewed, restated, or supplemented. Bank and Borrowers desire to enter into this Addendum No. 4 (“Addendum”) to modify the Agreement and Note, as described herein.

AGREEMENT:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank and Borrowers agree as follows:

1. Definitions. Unless otherwise defined in this Addendum, the capitalized words and phrases used herein shall have the meanings as described in the Agreement.

2. [Intentionally Deleted From Form Addendum]

3. [Intentionally Deleted From Form Addendum]

4. Modification to Scheduled Commitment Expiration Date. The Scheduled Commitment Expiration Date is hereby extended from June 30, 2019 to June 30, 2020. After the Effective Date, all references in the Agreement to the Scheduled Commitment Expiration Date shall mean and refer to June 30, 2020.

5. [Intentionally Deleted From Form Addendum]

6. Full Force and Effect. Except as modified in this Addendum, the terms and conditions of the Loan Documents remain unchanged and in full force and effect.

Addendum No 4
7. **Representations and Warranties.** Each Borrower hereby represents and warrants to Bank that the representations and warranties in Section 4 of the Agreement are correct and complete as of the Effective Date with respect to such Borrower, except as Borrower shall have otherwise notified Bank in writing prior to the Effective Date.

8. **Governing Law.** This Addendum shall be deemed to be a contract made under the laws of the State of Arizona for all purposes and shall be construed in accordance with the laws of said State, without regard to principles of conflicts of law.

IN WITNESS WHEREOF, Bank and Borrowers have caused this Addendum to be executed and delivered as of the Effective Date.

**COCONINO COUNTY TREASURER,**
As Agent for the Districts Listed in Schedule I-A described in this Addendum

By: ______________________________
Name: ____________________________
Title: Coconino County Treasurer

**JPMORGAN CHASE BANK, N.A.**

By: ______________________________
Name: ____________________________
Title: Authorized Officer
## SCHEDULE I-A

<table>
<thead>
<tr>
<th>Fire Districts</th>
<th>Commitment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forest Lakes Fire District</td>
<td>$150,000</td>
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<tr>
<td>Highlands Fire District</td>
<td>$250,000</td>
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<tr>
<td>Junipine Fire District</td>
<td>$12,500</td>
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<tr>
<td>Pinewood Fire District</td>
<td>$200,000</td>
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<tr>
<td>Ponderosa Fire District</td>
<td>$100,000</td>
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<tr>
<td>Summit Fire and Medical District</td>
<td>$1,000,000</td>
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<tr>
<td>Tusayan Fire District</td>
<td>$100,000</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>School Districts</th>
<th>Commitment Amount</th>
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</thead>
<tbody>
<tr>
<td>Chevelon Butte School District No. 5</td>
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<td>Flagstaff Unified School District No. 1</td>
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<td>Fredonia-Moccasin Unified School District No. 6</td>
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<td>Maine Consolidated School District No. 10</td>
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<tr>
<td>Page Unified School District No. 8</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Williams Unified School District No. 2</td>
<td>$800,000</td>
</tr>
</tbody>
</table>
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Jim Driscoll, Coconino County Sheriff

SUBJECT: Consideration and possible action regarding approval of a contract with APL Access & Security, Inc. to provide a video surveillance system with installation for the Law Enforcement Administrative Facility (LEAF), in the amount of $68,654.35, using the Mohave Cooperative Contract #17L-APLAS-1115.

RECOMMENDED MOTION:

Approve a contract with APL Access & Security, Inc. to provide a video surveillance system with installation for the Law Enforcement Administrative Facility (LEAF), in the amount of $68,654.35, using the Mohave Cooperative Contract #17L-APLAS-1115.

BACKGROUND:

The Sheriff’s Office video surveillance system at the LEAF is almost 20 years old. Portions of the system are failing, parts are unavailable, and newer technology is available. APL Access & Security, Inc. holds the Mohave Cooperative contract for video surveillance systems through 2022. The contract will provide equipment and installation of a system that meets current specifications and has the ability to be upgraded for future needs.

The system consists of 12 exterior and 10 interior cameras strategically placed for optimal viewing and recording, CAT 5 cabling, removal of existing cameras, a video recorder, storage for 30 days on motion, 3 spot monitors, and 3 workstations to view cameras and recordings.

ALTERNATIVES:

The alternative would be to issue a formal RFP for quotes.

FISCAL IMPACT:

This is a recurring expense and is a budgeted expenditure that is split per our collocation Intergovernmental Agreement with multiple agencies. The split is calculated through the collocation cost sharing percentages. Account# 1116.20.2005.2669.0000.633.
ATTACHMENTS:

1 – Staff Report
2 – APL Camera Contract
3 – Insurance Certificate
INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement")
made this ___ day of __________________, 2019,

BETWEEN

APL ACCESS & SECURITY, INC., an Arizona Corporation of 115 S. William Dillard Drive, Gilbert, AZ 85233 (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 for a vendor to provide a turnkey, fully-operational, secure and reliable video surveillance system in the Coconino County Sheriff’s Office Law Enforcement Administrative Facility, located at 911 Sawmill Road, Flagstaff, AZ (hereafter “Services”); and

B. APL Access & Security, Inc., holds Mohave Cooperative Contract # 17L-APLAS-1115 which includes product, installation, and service of Video Surveillance Systems; and

C. The Independent Contractor’s system is based in accordance with District supplied specifications and drawings; and,

D. The County wishes to contract with the Independent Contractor, on the terms and conditions set out in this Agreement; and,

E. 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 County agree as follows:

I. **Scope of Work**

**VIDEO SURVEILLANCE**

1. Provide a new video surveillance system consisting of (12) exterior and (16) interior cameras (see drawing for locations).
2. New CAT 5 will be ran to all cameras except the vehicle gate "this cable will be re-used".
3. Independent Contractor shall remove the existing cameras (remove as much cable as possible).
4. Independent Contractor shall install (1) video recorder and (2) POE switches. The small switch will host the client PCs and the large switch will host the cameras, (only the cameras will be patched though, the PCs will connect direct to the switch).
5. The recording storage will be 30 days on motion.
6. There will be (3) spot monitors to mimic what they have existing (one monitor will be a 27", one will be a 32" and one will be a 43").
7. There will be (1) workstation where they can export video.
8. Independent Contractor shall install one small UPS which will have limited backup time, to protect against power surges/spikes/brown-outs/black-outs.
9. Independent Contractor shall provide 2 hours of training.

TESTING:
The completed system shall be tested in the presence of the County’s representative. Test forms shall document the results of the test and be signed by both parties. When the final system acceptance test has been satisfactorily completed, the County shall sign a Letter of Completion issued by the Independent Contractor. The Independent Contractor shall record the notice of completion as the start of the warranty period. County’s decision to use or not use the system at this time does not affect the warranty period.

WARRANTY:
Independent Contractor warranties all material furnished for a period of one year from date of acceptance of project by Owner’s representative. Labor is warranted for two-years, per the Arizona Registrar of Contractors. Warranty becomes void if serviced by an alternative company. Various preventative maintenance and extended warranty programs are available. Warranty does not include: vandalism, abuse, acts of nature, or other damage caused by guests, employees, contractors, or vendors. Routine warranty service response shall be from 8:00AM to 5:00PM Monday through Friday excluding holidays. After hour service rates shall be billed at current after hour/emergency rates.

PROVIDED BY COUNTY:

1. Rack space to accommodate the new devices.
2. 120 VAC outlet.
3. This will be a stand-alone system.
4. Any delays or deviations may incur additional charges.
5. City permits required for this project, if any. Independent Contractor shall provide permits for an additional fee and their time involved, if applicable.
6. Overtime, weekends, or shift work, if requested by County. Scope of work and compensation based on working hours Monday through Friday, 0800-1700 Arizona Time.

II. Compensation
Independent Contractor shall be compensated $68,654.35 (Exhibit A) upon successful completion of Scope of Work listed in Section I. County shall make payment within 30 days of receipt of invoice from Independent Contractor and approval of completion of work from County representative.

III. Term of Agreement

The term of this Agreement shall be from the date of approval by the Board of Supervisors through 06/30/2020.

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.

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

APL ACCESS & SECURITY, INC.  COCONINO COUNTY

By
   Enrique Olivares, Jr.
   VP of Finance

By
   Chair, Board of Supervisors

ACKNOWLEDGED before me by Enrique Olivares, Jr. as VP of Finance of and for APL Access & Security, Inc., on this ___ day of ________, 2019.

ATTEST:

Clerk of the Board

Approved as to form:

Notary Public

Deputy County Attorney

My Commission Expires
## Schedule of Equipment for: Video Surveillance

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<tr>
<th>QTY</th>
<th>Manufacturer</th>
<th>Part #</th>
<th>Description</th>
<th>Sell</th>
<th>Ext Price</th>
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<tbody>
<tr>
<td>12</td>
<td>Ditek</td>
<td>DTK-MRJPOEX</td>
<td>Single Channel PoE Protector, NEMA 4X Endure</td>
<td>$56.31</td>
<td>$67.57</td>
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<tr>
<td>1</td>
<td>Minuteman</td>
<td>ED1600RTX2U</td>
<td>Minuteman UPS</td>
<td>$1,073.32</td>
<td>$1,073.32</td>
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<tr>
<td>1</td>
<td>Comcables</td>
<td>PP-C5E-24C</td>
<td>Patch Panel, 24 Port, Cat 5E, 19 Inch, Rack Mount</td>
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<tr>
<td>1</td>
<td>IFS</td>
<td>NS3502-8P-2T-2S</td>
<td>8 Port Managed Switch</td>
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<td>1</td>
<td>IFS</td>
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<td>9</td>
<td>Windy City Wire</td>
<td>555619</td>
<td>Cable, Cat5e, 24-4P, CMP, Blue, 1000 Feet</td>
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<td>$2,005.47</td>
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<td>44</td>
<td>Windy City Wire</td>
<td>6570-110-005</td>
<td>Cat5e, patch cable, blue, 5 feet</td>
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<tr>
<td>1</td>
<td>1Lot</td>
<td>1Lot</td>
<td>Lot: All necessary fasteners, connectors, mounting hardware, cam-locks and misc consumables.</td>
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<td>4</td>
<td>Samsung</td>
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<td>2MP Day/Night Network Camera, IP66, IK10</td>
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<td>1</td>
<td>Hanwha</td>
<td>WAVE-PRO-04</td>
<td>License, WAVE Professional Series, Enables 4 Network Stream Recording, Includes Lifetime Software Upgrade &quot;No Annual And Maintenance Cost Required&quot;</td>
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## Labor Schedule for: Video Surveillance

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<th>Rate</th>
<th>Price</th>
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<td>169</td>
<td>General Labor</td>
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## Additional Services and Fees for: Video Surveillance

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<tr>
<th>QTY</th>
<th>Description</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>26</td>
<td>67 Project Management/CAD</td>
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<tr>
<td>47</td>
<td>50 Job Travel</td>
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<tr>
<td>43</td>
<td>33 Lodging</td>
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<td>1.00</td>
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<td>1.00</td>
<td>Meals</td>
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<tr>
<td>1.00</td>
<td>Lift Rental</td>
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Equipment SubTotal: $44,499.17
Labor SubTotal: $11,340.00
Additional Services and Fees SubTotal: $12,815.18
Video Surveillance SubTotal: $68,654.35

## Financial Summary

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<tr>
<th>Description</th>
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<tr>
<td>Total Equipment:</td>
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<tr>
<td>Total Labor:</td>
<td>$11,340.00</td>
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<tr>
<td>Additional Services and Fees:</td>
<td>$12,815.18</td>
</tr>
<tr>
<td>Total System Investment:</td>
<td>$68,654.35</td>
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# Certificate of Liability Insurance

**Insured:**

- **Name:** APL Access & Security Inc.
- **Address:** 115 S William Dillard Drive, Gilbert, AZ 85233

**Producers:**

- **Name:** McGriff Insurance Services
  - **Address:** 1071 Founders Blvd., Suite B, Athens, GA 30606
- **Name:** McGriff Insurance Services
  - **Address:** 1071 Founders Blvd., Suite B, Athens, GA 30606

**Date (MM/DD/YYYY):** 5/03/2019

## Coverages

### Commercial General Liability

- **Policy Number:** 7110154870002
- **Effective Date:** 09/01/2018
- **Expiration Date:** 09/01/2019
- **Limits:**
  - Each Occurrence: $1,000,000
  - Damage to Rented Premises (Each Occurrence): $500,000
  - Medical Expenses (Any One Person): $10,000
  - Personal & Adv Injury (Any One Person): $1,000,000
  - General Aggregate: $2,000,000
  - Products - Commodity Aggregate: $2,000,000

### Automobile Liability

- **Policy Number:** 7110154870002
- **Effective Date:** 09/01/2018
- **Expiration Date:** 09/01/2019
- **Limits:**
  - Combined Single Limit (Each Accident): $1,000,000
  - Bodily Injury (Per Person): $
  - Bodily Injury (Per Accident): $1,000,000
  - Property Damage (Per Accident): $

### Umbrella Liability

- **Policy Number:** 7110154870002
- **Effective Date:** 09/01/2018
- **Expiration Date:** 09/01/2019
- **Limits:**
  - Each Occurrence: $5,000,000
  - Aggregate: $5,000,000

### Workers Compensation and Employers' Liability

- **Policy Number:** WW3370498
- **Effective Date:** 09/01/2018
- **Expiration Date:** 09/01/2019
- **Limits:**
  - Each Accident: $1,000,000
  - Disability - EA Employee: $1,000,000
  - Disability - Policy Limit: $1,000,000

## Description of Operations / Locations / Vehicles

Coconino County Office, the district, its agents, officials, employees and volunteers are included as additional insured’s with respects to general liability and automobile liability on a primary and non-contributory basis when required by written contract. A waiver of subrogation in favor of the additional insured applies to general liability and workers compensation when required by written contract.

## Certificate Holder

- **Name:** Coconino County
- **Address:** 219 East Chery Avenue, Flagstaff, AZ 86001

## Cancellation

- **Notice:** 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:**

- **Name:** Tamarie Dee Holmes

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

@VANTAGE FOR GENERAL LIABILITY TECHNOLOGY COMPANIES

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

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1. ADDITIONAL INSURED - BROAD FORM VENDORS

Section II - Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) with whom you agreed in a written contract or agreement to provide insurance, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business, subject to the following additional exclusions:

a. This provision 1. does not apply to:

   (1) “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;

   (2) Any express warranty not authorized by you;

   (3) Any physical or chemical change in the product made intentionally by the vendor;

   (4) 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;

   (5) 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;

   (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;

   (7) 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
(8) “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:

(a) The exceptions contained in Subparagraphs 4. or 6.; or

(b) 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.

(9) Any vendor, person or organization if the “products-completed operations hazard” is excluded either by the provisions of the Coverage Form or by endorsement.

b. 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.

2. ADDITIONAL INSURED -- CONTRACT, AGREEMENT OR PERMIT

a. Section II - Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) with whom you agreed in a written contract, written agreement or permit to provide insurance such as is afforded under this Coverage Part:

1. with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of “your work” for the additional insured(s) at the location designated in the contract, agreement or permit; or

(b) In the maintenance, operation or use of equipment leased to you by such person(s) or organization(s), or

(c) In connection with premises you own, rent, lease or occupy.

2. with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf and occurring after:

(a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site 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 part of the same project.

This insurance applies on a primary or primary and non-contributory basis if that is required in writing by the contract, agreement or permit.

b. The insurance provided to the additional insured herein is limited. This insurance does not apply:

1. Unless

(a) the written contract, agreement or permit is currently in effect or becomes effective during the term of this policy; and

(b) the contract or agreement was executed or permit issued prior to the "bodily injury", "property damage", or "personal and advertising injury";

2. To any person or organization included as an insured under the Additional Insured - Broad Form Vendors provision of this endorsement;

3. To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;

4. To any person or organization if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you including:

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

(b) Supervisory, inspection, architectural or engineering activities.
5. To any:
   (a) Lessor of equipment after the equipment lease terminates or expires; or
   (b) Owners or other interests from whom land has been leased; or
   (c) Managers or lessors of premises if:
      (1) The "occurrence" takes place after you cease to be a tenant in that premises; or
      (2) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural
          alterations, new construction or demolition operations performed by or on behalf of the manager
          or lessor.

c. Limits of Insurance applicable to the additional insured are those specified in the contract, agreement or
permit or in the Declarations of this policy, whichever is less, and fix the most we will pay regardless of the
number of:
   1. Insureds;
   2. Claims made or "suits" brought; or
   3. Persons or organizations making claims or bringing "suits".

These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the
Declarations.

3. AGGREGATE LIMIT PER LOCATION
   a. Under Section III — Limits of Insurance, the General Aggregate Limit applies separately to each of your
"locations" owned by or rented or leased to you.
   b. Under Section V — Definitions, the following definition is added:
      "Location" 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.

4. BLANKET WAIVER OF SUBROGATION
   Section IV - Transfer of Rights of Recovery Against Others to Us Condition is amended to add the
   following:
   We will 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 done under a written contract or agreement with
that person or organization and included in "your work" or the "products-completed operations hazard". This
waiver applies only to persons or organizations with whom you have a written contract, executed prior to the
"bodily injury" or "property damage", that requires you to waive your rights of recovery.

5. BODILY INJURY REDEFINED — MENTAL ANGUISH
   Under Section V, the definition of "bodily injury" is replaced by the following:
   "Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or
death resulting from any of these at any time.

6. BROADENED NAMED INSURED
   Section II - Who Is An Insured is amended to include as an insured the following:
   Any organization which is a legally incorporated entity in which you own a financial interest of more than 50
percent of the voting stock on the effective date of this endorsement will be a Named Insured until the 180 th
day or the end of the policy period, whichever comes first, provided there is no other similar insurance
available to that organization.

   The insurance afforded herein does not apply to any entity which is also an insured under another policy or
would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.
7. BROADENED PROPERTY DAMAGE – BORROWED EQUIPMENT, CUSTOMERS’ GOODS AND USE OF ELEVATORS

The insurance for “property damage” liability is subject to the following:

a. The Damage To Property exclusion under Section I Coverage A is amended as follows:
   1. The exclusion for personal property in the care, custody or control of the insured does not apply to “property damage” to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.
   2. The exclusions for
      (a) Property loaned to you;
      (b) Personal property in the care, custody or control of the insured; and
      (c) That particular part of any property that must be restored, repaired or replaced because “your work” was incorrectly performed on it
      do not apply to “property damage” to “customers’ goods” while on your premises nor do they apply to “property damage” arising from the use of elevators at premises you own, rent, lease or occupy.
      Subject to the Each Occurrence Limit, the most we will pay for “property damage” to “Customers’ Goods” is $35,000 per “occurrence”.

b. Under Section V — Definitions, the following definition is added:
   “Customers’ Goods” means goods of your customer on your premises for the purpose of being:
   1. Repaired; or
   2. Used in your manufacturing process.

c. The insurance afforded by this provision is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance — Excess provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

8. COVERAGE TERRITORY - WORLDWIDE

The definition of “coverage territory” is replaced by the following:

“Coverage territory” means anywhere provided the insured’s responsibility to pay damages must be determined in a settlement we agree to or in a “suit” on the merits brought within the United States of America (including its territories and possessions), Puerto Rico or Canada.

9. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV - Duties In The Event Of Occurrence, Claim or Suit is amended by adding the following paragraphs:

a. The requirements that you must
   1. notify us of an “occurrence” offense, claim or “suit” and
   2. send us documents concerning a claim or “suit”
   apply only when such “accident” claim, “suit” or “loss” is known to:
   1. You, if you are an individual;
   2. A partner, if you are a partnership;
   3. An executive officer of the corporation or insurance manager, if you are a corporation; or
   4. A manager, if you are a limited liability company.

b. The requirement that you must notify us as soon as practicable of an “occurrence” or an offense that may result in a claim does not apply if you report an “occurrence” to your workers compensation insurer which later develops into a liability claim for which coverage is provided by this policy. However, as soon as you have definite knowledge that the particular “occurrence” is a liability claim rather than a workers compensation claim, you must comply with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition.
10. EXPECTED OR INTENDED INJURY (PROPERTY DAMAGE)

The Expected Or Intended Injury exclusion under Coverage A Bodily Injury and Property Damage is replaced by:

"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.

11. INCIDENTAL MALPRACTICE – EMPLOYED PHYSICIANS, NURSES, EMT’S AND PARAMEDICS

a. Under Section II - Who Is An Insured, the paragraph that excludes an employee or volunteer worker as insured for “bodily injury” or “personal and advertising injury” arising out of his or her providing or failing to provide professional health care services does not apply to a physician, dentist, nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

b. The insurance afforded by this provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance – Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

12. MEDICAL PAYMENTS - INCREASED LIMITS AND TIME PERIOD

In the Insuring Agreement under Coverage C Medical Payments, the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.

a. The Medical Expense Limit is $15,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.

b. This provision 12. does not apply if Coverage C - Medical Payments is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

13. MOBILE EQUIPMENT - SELF-PROPELLED SNOW REMOVAL, ROAD MAINTENANCE AND STREET CLEANING EQUIPMENT

The following is added to the "mobile equipment” definition:

Vehicles maintained primarily for purposes other than the transportation of persons or cargo that are self-propelled vehicles of less than 1,000 pounds gross vehicle weight with the following types of permanently attached equipment will be considered “mobile equipment”:

a. Snow removal;

b. Road maintenance, but not construction or resurfacing; or

c. Street cleaning.

14. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Under Section II - Who Is An Insured, the time period limitation for newly acquired or formed organizations is replaced by:

Coverage under this provision is afforded only until the end of the current policy period.

15. NON-OWNED AIRCRAFT

The Aircraft, Auto Or Watercraft exclusion under Coverage A Bodily Injury And Property Damage Liability does not apply to an aircraft that is:

1 Hired, chartered or loaned with a paid crew; and

2 Not owned by any insured.
a. The insurance afforded by this provision 15. is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

16. NON-OWNED WATERCRAFT

a. Section II - Who Is An Insured is amended to include as an insured for any watercraft that is covered by this policy, any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft. However, no person or organization is an insured with respect to:

1. “Bodily injury” to a co-“employee” of the person operating the watercraft; or
2. “Property damage” to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

b. In the exception to the Aircraft, Auto Or Watercraft exclusion under Coverage A Bodily Injury And Property Damage Liability, the limitation on the length of a watercraft is increased to 55 feet.

c. The insurance afforded by this provision 16. is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

17. PERSONAL AND ADVERTISING INJURY

The following exclusions under the definition of “personal and advertising injury” are amended as follows:

a. Insureds In Media Type Businesses

“Personal and advertising injury” committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting; or

(2) Designing or developing content of websites for others.

However, this exclusion does not apply to paragraphs 14 a., b. and c. of “personal and advertising injury” under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

b. Electronic Chatrooms Or Bulletin Boards

“Personal and advertising injury” arising out of an electronic chatroom or bulletin board the insured hosts, owns, or maintains for others.

18. PRODUCT RECALL EXPENSE

With respect to this Provision 18., the Recall Of Products, Work Or Impaired Property exclusion under Coverage A Bodily Injury And Property Damage Liability is deleted.

a. The following is added to Section III - Limits Of Insurance section:

1. The Limits of Insurance shown in the Product Recall Schedule and rules below fix the most we will pay regardless of the number of

   (a) Insureds;

   (b) “Covered recalls” initiated; or

   (c) Number of “your products” recalled.

2. The Product Recall Aggregate Limit is the most we will reimburse you for the sum of all “product recall expenses” incurred for all “covered recalls” initiated during the policy period.

3. Subject to 2. above, the Each Product Recall Limit is the most we will reimburse you for the sum of all “product recall expenses” arising out of any one “covered recall” for the same defect or deficiency.
4. Subject to 3. above, we will pay only the amount of "product recall expenses" in excess of the deductible amount shown in the Product Recall Schedule.

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<tr>
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If any limits and deductible other than those above are shown in the Declarations as the Products Recall Expense Limits, the amounts shown in the Declarations will replace the Limits of Insurance and deductible provided for this coverage.

The Limits of Insurance for this coverage 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, 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 the purposes of determining the Limits of Insurance.

b. The following is added to the Duties In The Event Of Occurrence, Offense, Claim Or Suit provision under Section IV - Conditions:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

1. Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
2. Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance;
3. As often as may be reasonably required, permit us to inspect "your product" that demonstrates the need for the "covered recall" and permit us to examine your books and records. Also permit us to take damaged and undamaged samples of "your products" for inspection, testing and analysis; and permit us to make copies from your books and records;
4. Send us a signed, sworn, proof of loss containing the information we requested to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms; and
5. Permit us to examine any insured under oath, while not in the presence of any other insured and at such times as may reasonably be required, about any matter relating to this insurance or your claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

c. The following definitions are added to the Definitions Section:

1. "Covered recall" means a recall made necessary because the insured or a government body has determined that a known or suspected defect, deficiency, inadequacy or dangerous condition in "your product" has resulted in or will result in "bodily injury" or "property damage".
2. "Product Recall Expense" means:
   (a) The following necessary and reasonable expenses you incur exclusively for the purpose of recalling "your product":
      (1) For communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
      (2) For shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
For remuneration paid to your regular "employees" for necessary overtime;

(4) For hiring additional persons, other than your regular "employees";

(5) Incurred by "employees", including transportation and accommodations;

(6) To rent additional warehouse or storage space; or

(7) For disposal of "your products", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal, but "product recall expenses" does not include costs of regaining your market share, goodwill, revenue or profit.

(b) "Product Recall Expense" does not include any expenses resulting from:

(1) Failure of any product to accomplish its intended purpose;

(2) Breach of warranties of fitness, quality, durability or performance;

(3) Loss of customer approval, or any cost incurred to regain customer approval;

(4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(5) Caprice or whim of the insured;

(6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance; and

(7) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

19. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Under Section I — Coverages, Supplementary Payments — Coverages A and B, paragraphs 1.b. and 1.d. are replaced by the following:

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.
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

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1. ADDITIONAL INSURED BY CONTRACT

The Who Is An Insured provision under SECTION II – LIABILITY COVERAGE is amended to include as an additional "insured" any person or organization with whom you agreed in a written contract, written agreement or permit, to provide insurance such as is afforded under this Coverage Form. Such person or organization is an "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by your maintenance, operation or use of your covered "autos".

With respect to the insurance afforded to these additional "insureds", this insurance does not apply:

a. Unless the written contract or agreement has been executed or the permit has been issued prior to the "bodily injury" or "property damage";

b. To any person or organization included as an "insured" by endorsement or in the Declarations; or

c. To any lessor of "autos" when their contract or agreement with you for such leased "auto" ends.

2. AIRBAG DISCHARGE

If you purchased physical damage coverage for a covered "auto" under this policy, we will pay to reset or replace an airbag that accidentally discharges without the vehicle being involved in an accident. No deductible applies to this additional coverage. However, this coverage only applies if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the airbag to discharge.

3. AUTO THEFT REWARD

We will pay up to a $2,000 reward in the event of a covered loss, for information leading to the arrest and conviction of anyone stealing a covered "auto". A reward will not be paid to you, a family member, employee or any public official while performing their duty.

4. BLANKET WAIVER OF SUBROGATION

The Transfer Of Rights of Recovery Against Others To Us condition under SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A. LOSS CONDITIONS is replaced by the following:

We will 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 the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the contract is in writing and executed prior to the "bodily injury" or "property damage".

5. BODILY INJURY REDEFINED – MENTAL ANGUISH

The definition of "bodily injury" under SECTION V – DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.
6. BROAD FORM NAMED INSURED
   a. The Who Is An Insured provision under SECTION II – LIABILITY COVERAGE is amended to include the following:
      Any organization which is a legally incorporated entity in which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form will be a Named Insured until the 180th day or the end of the policy period whichever comes first, provided there is no other similar insurance available to that organization.
   b. Paragraph a. of this provision 6. does not apply to "bodily injury" or "property damage" for which an "insured" is also an "insured" under any other automobile policy or would be an "insured" under such a policy, but for its termination or the exhaustion of its Limit of Insurance.

7. COMMUNICATIONS EQUIPMENT
   a. The exclusion for electronic equipment under Exclusions of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to loss of any permanently installed, non-removable communications equipment designed for use as:
      1. Citizen's band radio;
      2. Two-way mobile radio or telephone;
      3. Scanning monitor receiver; or
      4. GPS Navigation System, including its antenna and other accessories.
   b. No Deductible applies to this additional coverage.
   c. The most we will pay for this coverage is $5,000 per occurrence.

8. DIMINUTION IN VALUE
   The "diminution in value" exclusion under SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions does not apply if the covered "auto" is a private passenger "auto" and is leased, rented, hired or borrowed without a driver for a period of 30 days or less and is used in the conduct of the insured's business. The most we will pay for "loss" arising out of an "accident" is the lesser of $7,500 or 20% of the actual cash value of the "auto" as determined by Kelley Blue Book or other independent valuation sources.

9. DRIVE OTHER CAR – EXECUTIVE OFFICERS
   a. The Who Is An Insured provision under SECTION II – LIABILITY COVERAGE is amended to include:
      If you are designated in the Declarations as:
      1. An individual; you and your spouse.
      2. A partnership; your partners and their spouses.
      3. An organization other than an individual or a partnership; your "executive officers" and their spouses.
   b. SECTION II – LIABILITY COVERAGE and SECTION III – PHYSICAL DAMAGE COVERAGE are extended to include "autos" you don't own, hire, lease or borrow while in the care, custody or control of an "insured" listed in 9.a. This does not include any "auto":
      1. Owned by any "insured" listed in 9.a., or any member of their household, including any such "auto" that is owned but not insured;
      2. Used by an "insured" listed in 9.a. while working in the business of selling, servicing, repairing or parking autos; or
      3. Insured under another policy of insurance.
      If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are covered on this policy, then insureds listed in 9.a. above and family members residing in the same households are "insureds" while:
      1. Occupying as a passenger; or
      2. A pedestrian when struck by, any "auto" you do not own, hire, lease or borrow, except any "auto" owned by that "insured" listed in 9.a., their family members or an "auto" insured under any other policy.
   c. The limits and deductibles applicable to this provision will be the largest applicable to any owned "auto" for the specific insurance.
d. The following definition is added to the **DEFINITIONS** section of the policy:
   
   "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.

e. The **Other Insurance Condition**, under Section IV – BUSINESS AUTO CONDITIONS, does not apply to the provisions of this Drive Other Car endorsement. There is no "other insurance" applicable to this endorsement.

10. **DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Under Section IV – BUSINESS AUTO CONDITIONS – the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is amended as follows:

The requirements that you must:

a. Notify us of an "accident", claim, "suit" or "loss"; and

b. Send us documents concerning a claim or "suit",

apply only when such "accident", claim, "suit" or "loss" is known to:

a. You, if you are an individual;

b. A partner, if you are a partnership;

c. An executive officer of the corporation or insurance manager, if you are a corporation; or

d. A manager, if you are a limited liability company.

11. **EMPLOYEES AS INSUREDS**

The **Who Is An Insured** provision under Section II – LIABILITY COVERAGE is changed by adding the following:

Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs. This coverage is excess over any other collectible insurance.

12. **EMPLOYEE HIRED AUTOS**

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contact or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

For purposes of this coverage grant, paragraph 5.b. of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   1. Any covered "auto" you lease, hire, rent or borrow; and

   2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage is excess over any other collectible insurance.

13. **FELLOW EMPLOYEE EXCLUSION**

The Fellow Employee exclusion under Section II – LIABILITY COVERAGE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. This coverage is excess over any other insurance.

14. **GLASS REPAIR – WAIVER OF DEDUCTIBLE**

Under paragraph D. – Deductible – of Section III – PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired than replaced.

15. **HIRED AUTO – PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" under Section II – LIABILITY COVERAGE and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this policy for any "auto" you own, then Section III – PHYSICAL DAMAGE COVERAGE is extended to "autos" you hire, subject to the following limit:

The most we will pay for "loss" to any hired "auto" is the lesser of:

a. $75,000 for "autos" of the private passenger type and $50,000 for all other "autos";
b. The actual cash value; or
c. The cost of repairing or replacing it with other property of like kind or quality.

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if the following conditions are met:

a. It results from an accident;
b. You are legally liable; and
c. The lessor incurs an actual financial loss.

The most we will pay for this loss of use coverage is $1,000 per "accident".

16. LEASE GAP COVERAGE

Under paragraph C. Limit of Insurance — of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

If a covered "auto" is leased, we will also pay the difference between the actual cash value of a covered "auto" at the time of "loss" and the remaining balance on your lease if the following conditions are met:

a. The "auto" has a long term lease and is covered on this policy.
b. The lessor is added as an Additional Insured in a written lease agreement.
c. You are legally obligated for the remaining balance.

We will not pay for any amounts representing excess wear and tear charges; additional mileage charges; taxes; overdue payments; penalties, interest or charges resulting from overdue payments; or lease termination fees.

17. LIABILITY COVERAGE EXTENSIONS — SUPPLEMENTARY PAYMENTS

Under SECTION II — LIABILITY COVERAGE, the Coverage Extension for Supplementary Payments is revised as follows:

a. The limit for the cost of bail bonds is amended to $3,500.
b. The limit for reasonable expenses incurred by the "insured" is amended to $500 a day.

18. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

a. The Who Is An Insured provision under SECTION II — LIABILITY COVERAGE is amended to include as an "insured" any organization that is formed or acquired by you and over which you maintain majority ownership.
b. Paragraph a. of this provision 18. does not apply to any organization:
   1. That is a joint venture or partnership;
   2. That is an "insured" under any other policy;
   3. That has exhausted its Limit of Insurance under any other policy; or
   4. 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.
c. Paragraph a. of this provision 18. does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

19. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES COVERAGE

Under SECTION III — PHYSICAL DAMAGE Coverage Extensions, the limit for Transportation Expenses is amended to $75 per day and the maximum is amended to $2,250.

20. RENTAL REIMBURSEMENT

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

We will pay those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, six (6) days after the "loss".
Payment is limited to the lesser of the following amounts:
1. Necessary and actual expenses incurred.
2. The maximum daily payment of $25 for any one day.

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

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

21. **TOWING – COVERED AUTOS**

   Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, Coverage for Towing is amended as follows:
   
   a. This coverage applies to any covered "auto" for which a premium charge for towing and labor is shown in the Schedule or in the Declarations.
   
   b. The limit is $100.
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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

"ALL WRITTEN CONTRACTS THAT REQUIRE A WAIVER OF SUBROGATION"
This page has been left blank intentionally.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

B. The following is added to the Other Insurance Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such “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 such "insured".
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Jim Driscoll, Coconino County Sheriff

SUBJECT: Consideration and possible action regarding the award of Request for Proposals (RFP) 2018-101 to Telmate, LLC, to provide a turnkey, fully operational, secure and reliable inmate telephone, video visitations and tablets system in the Coconino County Detention Facilities in Flagstaff and Page, in the estimated annual revenue amount of $125,000 in FY20.

RECOMMENDED MOTION:

Staff recommends the Board of Directors award Request for Proposals (RFP) 2018-101 to Telmate, LLC, to provide a turnkey, fully operational, secure and reliable inmate telephone, video visitations and tablets system in the Coconino County Detention Facilities in Flagstaff and Page, in the estimated annual revenue amount of $125,000 in FY20.

BACKGROUND:

The detention facility is required to provide telephone services for inmates. There is no cost to the District for this service. Revenue is generated for the District through inmates placing either collect or pre-paid calls to family and friends. The phones and calls made from are strictly controlled through technology provided by the vendor’s equipment to prevent fraud, harassment, or other disallowed activity.

The District moved from a face-to-face video visitation to a video visitation system in 2013. Moving to this system has reduced the amount of contraband brought into the facility and eliminated the need to transport inmates and visitors through the facility. The change has provided a more secure facility, allowed visitors to remotely visit from home or facilities closer to their home, and allows inmates to have more visits overall.

Historically, inmate phone and video visitation systems have been from different vendors and through separate contracts. Technology has advanced dramatically, and these systems have merged into single systems. RFP 2018-101 was issued to secure a turnkey system from a single independent contractor with end-to-end responsibility for these services and equipment. The objectives of the Sheriff’s Office/Jail District are to ensure that inmate usage is appropriately restricted and monitored; telephone harassment of victims and witnesses is prevented; staff required to administer the system is kept to a minimum; information is maximized while rates
are provided at a reasonable cost to the inmates and their families.

Proposals were evaluated for the best combination of the following factors, shown in descending order of importance:

- System functionality for this facility, ability to expand to remote sites, connectivity to satellite facilities, courts, attorneys, court rooms, etc.
- Fee/revenue proposal (balanced with expense to visitors/inmates for extra visits, and District)
- References
- Customer Service

A committee was formed to evaluate the proposals and Telmate, LLC was selected. Telmate has provided video visitation systems in both the Flagstaff and Page facilities for 5 years and the phone system for 6 years. They have provided stable systems and excellent service.

ALTERNATIVES:

The alternative would be to open another Request for Proposals.

FISCAL IMPACT:

There is no cost to the District for this system and revenue generated is estimated at $125,000 annually. The District receives 25% commission of gross revenue from all calls, visits and tablet use. Revenue will be captured under account #1115.20.2003.0000.0000.

ATTACHMENTS:

1 - Staff Report
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Jim Driscoll, Coconino County Sheriff

SUBJECT: Consideration and possible action regarding approval of an Independent Contract with Telmate, LLC, to provide a turnkey, fully operational, secure and reliable inmate telephone, video visitation and tablet system in the Coconino County Detention Facilities in Flagstaff and Page, in the estimated annual revenue amount of $125,000 in FY20.

RECOMMENDED MOTION:

Staff recommends the Board of Directors approve an Independent Contract with Telmate, LLC, to provide a turnkey, fully operational, secure and reliable inmate telephone, video visitation and tablet system in the Coconino County Detention Facilities in Flagstaff and Page, in the estimated annual revenue amount of $125,000 in FY20.

BACKGROUND:

The detention facility is required to provide telephone services for inmates. There is no cost to the District for this service. Revenue is generated for the District through inmates placing either collect or pre-paid calls to family and friends. The phones and calls made from are strictly controlled through technology provided by the vendor’s equipment to prevent fraud, harassment, or other disallowed activity.

The District moved from a face-to-face video visitation to a video visitation system in 2013. Moving to this system has reduced the amount of contraband brought into the facility and eliminated the need to transport inmates and visitors through the facility. The change has provided a more secure facility, allowed visitors to remotely visit from home or facilities closer to their home, and allows inmates to have more visits overall.

Historically, inmate phone and video visitation systems have been from different vendors and through separate contracts. Technology has advanced dramatically, and these systems have merged into single systems. RFP 2018-101 was issued to secure a turnkey system from a single independent contractor with end-to-end responsibility for these services and equipment. The objectives of the Sheriff’s Office/Jail District are to ensure that inmate usage is appropriately restricted and monitored; telephone harassment of victims and witnesses is prevented; staff required to administer the system is kept to a minimum; information is maximized while rates
are provided at a reasonable cost to the inmates and their families.

Proposals were evaluated for the best combination of the following factors, shown in descending order of importance:

- System functionality for this facility, ability to expand to remote sites, connectivity to satellite facilities, courts, attorneys, court rooms, etc.
- Fee/revenue proposal (balanced with expense to visitors/inmates for extra visits, and District)
- References
- Customer Service

A committee was formed to evaluate the proposals and Telmate, LLC was selected. Telmate has provided video visitation systems in both the Flagstaff and Page facilities for 5 years and the phone system for 6 years. They have provided stable systems and excellent service. Through negotiations, Telmate, LLC and the District have finalized terms of a contract with an original term from Board of Director approval through June 30, 2020, with options for four, one-year renewals.

**ALTERNATIVES:**

The alternative would be to open another Request for Proposals.

**FISCAL IMPACT:**

There is no cost to the District for this system and revenue generated is estimated at $125,000 annually. The District receives 25% commission of gross revenue from all calls, visits and tablet use. Revenue will be captured under account #1115.20.2003.0000.0000.

**ATTACHMENTS:**

1 - Staff Report
2 - TELMATE CONTRACT
INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement")
made this ____ day of __________________, 2019,

BETWEEN

TELMATE, LLC, a Delaware Limited Liability Company, of 655 Montgomery Street, 18th Floor, San Francisco, CA 94111 (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 a vendor to provide a turnkey, fully-operational, secure and reliable inmate telephone, video visitation and tablets system in the Coconino County Detention Facilities, located at 951 Sawmill Road, Flagstaff, AZ and 713 Tunnel Rd., Page, AZ as described in Coconino County Request for Proposals 2018-101 (hereafter “Services”); and

B. Request for Proposals (“RFP”) 2018-101 was issued and posted to obtain proposals from independent contractors to install, operate, maintain and service the following systems for the Flagstaff Detention Facility and the Page Holding Facility: video visitation, inmate phones and inmate tablets; and

C. The District wishes to contract with the Independent Contractor, on the terms and conditions set out in this Agreement; and,

D. 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

1. Video Visitation

Independent Contractor shall provide all equipment, materials and labor to install a complete
turn-key inmate video visitation and tablet system that operates in a Power over Ethernet ("POE") environment, as described in RFP-2018-101, Addendums 1 and 2, Attachments A through F. This system will be an updated solution with new cabling as needed and no disruptions of service or false starts.

Independent Contractor shall complete the installation of the Video Visitation, Inmate Telephone and Tablet Systems within 90 days of receiving notification to proceed by District.

Independent Contractor shall execute and complete all items listed in Independent Contractor’s proposal dated 09/20/17 in response to RFP-2018-101 for the District and subsequent meetings through 8/22/18, the specifications, descriptions and terms of which proposal and meetings are incorporated within this Agreement by this reference as if restated herein in full ("Proposal"). The following are highlights of the Proposal, and not all-inclusive:

1.1 Base system requirements:

1.1.1 Install number and locations of video visitation stations ("kiosks") and tablets in the Flagstaff and Page facilities, agreed upon by both District and Independent Contractor. Provide noise reduction privacy panels where mutually agreed upon by the District and Independent Contractor.

1.1.2 Secure Web content delivery.

1.1.3 Web and personal computer based: Independent Contractor’s network shall be readily accessible on any standard computer device (desktop, laptop, smartphone, etc.) connected to the Internet with any standard browser (Chrome, Firefox, Internet Explorer, Safari, etc.). The system shall allow for printing reports and other information from a network connected printer.

1.1.4 District inmates shall be able to schedule video visitation. Friends and family of inmates shall be able to schedule video visits on standard browsers, as well as any web enabled device, including a smartphone. District staff must have the capability to schedule visits for inmates that are unable to do so. Independent Contractor shall also provide the option of Independent Contractor’s “Visit Now” feature that allows friends and family to video visit an inmate with no scheduling needed. No visits will be finalized or charged until accepted by the receiving party.

1.1.5 Set up video visitation rules and requirements by facility or group.

1.1.6 Perform full facility training and support for the inmate kiosks/tablets and the new functionality available within the Web-based administration system.
1.1.7 Video and audible recording capacity: Independent Contractor shall utilize its web-based, unified platform which is scalable by adding additional servers and storage. Independent Contractor shall upgrade hardware and software as necessary to ensure it has the necessary capacity for video and audio recording.

1.1.8 Interface with District’s current Intergraph Jail Management System (“JMS”) and Keefe commissary systems: Independent Contractor shall provide integration between the Independent Contractor inmate telephone system and the County's JMS and the District Commissary providers. Additionally, Independent Contractor ensure integration with any future JMS or commissary providers that the District partners with.

1.1.9 Commissary ordering via inmate stations and/or tablets with District’s commissary vendor. Independent Contractor must have real time inmate prepaid sales integration by providing a link to the commissary vendor’s URL, which will allow for the following:

1.1.10 Customizable for each facility: Independent Contractor agrees to work with the district to implement customizable solutions best suited for the Flagstaff and Page facilities as mutually agreed upon by the District and Independent Contractor.

1.2 Independent Contractor will provide, maintain and operate a separate network (“T1”) connection to operate the video visitation system at its own expense.

1.3 Independent Contractor shall provide any additional Cat6E wiring with terminations at both ends and run lengths not to exceed one hundred meters in order to provide quality voice transmissions and or WI-FI needed to run the video visitation system at its own expense.

1.4 Independent Contractor shall provide installation of power to each pod to support the inmate stations requirements.

1.5 Biometric authentication technology to verify inmates against their voiceprint for access.

1.6 Independent Contractor shall complete integration of the inmate roster with the Districts Jail Management System.

1.7 Independent Contractor agrees to provide 60 minutes of free visitation to inmates each week. Independent Contractor will work with District to continuously ensure provision of the best market rates for inmates, friends and family.

1.8 Independent Contractor shall provide a single integrated system with the District’s telephone system.
1.9 Independent Contractor shall supply a complete, integrated network that includes video visitation, inmate phone system, lobby and booking kiosks, and Intelmate.net App.

1.10 The Independent Contractor system shall record both audio and video during all visits with the exception of protected/privileged visits. Upon registration as a professional whose communications are privileged (e.g. attorneys, clergy, healthcare professionals, etc.). District will verify the professional’s credentials, their identities will be noted as a professional whose communications are privileged, and the video visits will not be recorded or monitored. Independent Contractor will work with District to upload all known attorneys, clergy, healthcare professionals, and other District-designated individuals into the Independent Contractor system and to bulk approve them as privileged visitors, set to “DO NOT RECORD.” District staff will be able to access information that verifies which visits are or are not recordable.

1.11 Independent Contractor shall retain recordings for a period of no less than one year. Independent Contractor shall maintain the recordings on a remote hosting system. The data will be accessible online and retrievable by District staff to aid in investigations.

1.12 Independent Contractor will provide Web-site for deposits and will collect all monies from stations that accept payments and deposit in District’s bank account same day of collection.

1.13 Independent Contractor will provide maintenance to the video visitation system, for the life of the Agreement.

1.14 Independent Contractor shall provide to the District at no cost, electronic tablets for inmates to use for restricted and appropriate internet access. Independent Contractor will also provide the option of phone and video-visitation service over the tablets. Other uses may include, but not be limited to the following:

1.15 Entertainment, gaming, educational programs, electronic messaging, books, and music.

1.16 Independent Contractor shall provide (at their own expense) any additional cabling and Wi-Fi required to run the inmate tablet system.

1.17 Inmate tablets will utilize Wi-Fi provided for by the Independent Contractor and be charged on wireless docking stations.

1.18 Inmate tablets shall be accessible through one secure, web-based dashboard and include usage reporting as well as investigative tools.
1.19 Independent Contractor shall provide sufficient tablets to allow for inmates to have reasonable access to them. The number of tablets required should be adjusted based on inmate usage.

2. **Inmate Phones**

Independent Contractor shall provide all equipment, materials and labor to install a complete turn-key inmate telephone system that operates in a Voice Over Internet (VoIP) environment, as described in RFP-2018-101, Addendums 1 and 2, Attachments A through F. This system will be an updated solution with new cabling as needed and NO disruptions of service or false starts.

Independent Contractor shall complete the installation of the inmate telephone system within 90 days of receiving notification to proceed by District.

Independent Contractor shall execute and complete all items listed in Independent Contractor’s proposal dated 09/20/17 in response to RFP-2018-101 for the District and subsequent meetings through 8/22/18. The following are highlights of the proposal, and not all-inclusive:

2.1 **System Configuration**

2.1.1 The Inmate Telephone System provided by Independent Contractor shall be a VoIP based turnkey, non-coin telecommunications service.

2.1.2 Independent Contractor shall provide and install new inmate and visitation phones as needed at the Flagstaff and Page facilities.

2.1.3 Independent Contractor shall provide and install new CAT 6E wiring with terminations at both ends and run lengths not to exceed one hundred meters where needed in order to provide quality voice transmissions for inmate calls.

2.1.4 Independent Contractor’s Inmate Telephone System shall be able to complete station-to-station and/or person-to-person collect calls from inmates.

2.1.5 Independent Contractor’s Inmate Telephone System shall not require any electrical outlets at the actual telephone set locations.

2.1.6 Independent Contractor’s system shall be able to simultaneously record all inmate calls 24 hours a day, 7 days a week (with the exception of privileged calls from attorneys, clergy, medical professionals, etc.) and store these recordings for the life of the Agreement.
2.1.7 The Independent Contractor system shall include an Investigative Module. This will include Independent Contractor Verified, Kiosk Verification, Phone Verification and Independent Contractor Investigator services.

2.2 System Access

2.2.1 The system provided by Independent Contractor shall allow for one-way out-going prepaid or collect calls. Calls to the Public Defender’s Office will be allowed as non-collect calls. The District may indicate other telephone numbers that may be called as non-collected calls at its discretion.

2.2.2 Independent Contractor’s system shall prevent (call block) calls to:
   a  911
   b  All 800 services
   c  All 900 services
   d  411 numbers
   e  Directory assistance
   f  Local emergency numbers
   g  Three-way calls – Independent Contractor agrees to flag calls suspected of three-way calling by employing variable silence, ringing and Dual Tone Multi Frequency (DTMF) detection to monitor three-way calling, conference calling and call forwarding. The Independent Contractor system has the capacity to block these calls if directed by the District.
   h  Other numbers as directed by the District
   i  Access to a live operator in any circumstance
   j  All Calls to pay phones
   k  All Credit Card Calls
   l  Independent Contractor’s system shall be able to place local and long distance domestic collect calls. Additionally, any domestic or international phone number may be optionally blocked from being called by any inmate phone.
   m  Independent Contractor’s system shall be able to be programmed for call duration limits, as set by the District. The system will automatically terminate a call giving a one-minute warning. Independent Contractor system is capable of providing different time limits for individual inmates, cell blocks, and designated groups.

2.2.3 The Independent Contractor system shall ensure that for all long-distance calls, the cost begins when the end user accepts the call. Independent Contractor shall also provide the option of its Long-Term Positive Acceptance feature, which allows a called party to positively accept the caller for future calls. This will allow an inmate to call the party and to leave voicemails on the called party’s answering machine.

2.2.4 The Independent Contractor system will be able to process calls on a bilingual basis in up to four languages, with English and Spanish as a minimum, including Navajo if selected.
2.2.5 Independent Contractor shall place printed instructions on the telephone concerning how to obtain service. These instructions shall also be available audibly.

2.2.6 The Independent Contractor system shall have full-time fraud protection against hook switch calls, credit card calls, directory assistance calls, call forwarding, conference calls and second party calls.

2.2.7 The Independent Contractor system shall not be able to receive incoming calls. The Inmate Telephone System must provide outgoing collect service with no access to direct dialed or operator handled service.

2.2.8 District shall retain the ability to turn off or block service to any telephone or group of telephones from a central location inside the facility.

2.2.9 All telephones shall be FCC registered.

2.2.10 The Independent Contractor system shall use only an automated operator to place inmate calls. The system shall provide clear voice prompts to complete calls without the use of an operator.

2.2.11 The Independent Contractor system shall be able to block an unlimited number of individual numbers. Blocked numbers must be able to be entered at a central location and have immediate effect at the facility level or system-wide. The system has the ability to block or refuse access to Calling Cards.

2.3 **Hot Number Alerts**

2.3.1 The Independent Contractor system shall allow an administrator to designate “Hot” PIN’s and “Hot” destination numbers. When the system detects that a call is being made using any of these pre-programmed “Hot” PIN’s or destination numbers, the system shall automatically call destination numbers designated by the District. These designated numbers should include direct-dial phones, officer cell phones, home telephones, and pagers. Alerts to any type of phone should prompt the recipient for a security code, and, after receiving a proper code, conference them into the call. The recipient will be undetected by the inmate and called party; however, they shall have the ability to disconnect the call or cut into the call and talk to each party. Alerts to pagers shall send information to the specified pager including the number being dialed, the PIN used in dialing, etc.

2.3.2 The Independent Contractor system shall allow system administrators to add or remove
destination numbers from the hot list using an onsite workstation provided by Independent Contractor. When personnel receive an alert call from the system, they will be prompted for a security code and then immediately be able to monitor the call-in progress. The system shall allow the chain of three numbers to be called and sequential form to alert facility personnel. The system shall allow the person monitoring the conversation to terminate the call-in progress should the need arise.

2.4 **System Features**

2.4.1 Call Length Control. Independent Contractor will work with the District to set maximum call lengths in any range of time and increment that is desired within the range of one to sixty minutes.

2.4.2 Call Supervision. Independent Contractor’s system shall automatically monitor and record every nonprivileged call.

2.4.3 Call Validation. Independent Contractor shall process all calls in real time through a Line Information Database (LIDB) validation process and then against the fraud controls set by the District.

2.5 **Reporting Capabilities**

2.5.1 Independent Contractor will work with the District to ensure that all desired reports can be generated as described in Attachment 2 of the Telmate Proposal in response to RFP #2018-101.

2.6 **Equipment**

2.6.1 The Independent Contractor system shall have equipment designed for a correctional environment.

2.6.2 If the telephones are replaced, Independent Contractor shall install new inmate stations made of heavy gauge steel construction with armored, tamper proof keypad and Lexan handset. All units that are provided with a handset cord, the cord will withstand 1000 pounds of longitudinal tension. Inmate telephones shall not expose screws, bolts, metal or hard substance fasteners or any other material that can be removed from the unit without special security removal devices. Each station shall be secured with special security type screws. Telephones shall be in full compliance with Americans with Disabilities Act (ADA). Inmate telephone sets shall be wall mounted, of stainless or equivalent tamper-resistant durable construction.

2.7 **Miscellaneous Telephone Equipment**
2.7.1 Independent Contractor shall provide, as part of this Contract, all non-expandable miscellaneous equipment such as computer, printer, modems and system software necessary to allow facility officials to query, display and print individual inmate telephone activity. System software shall be security level based and password protected.

2.8 Call Branding

2.8.1 All collect calls placed from Coconino County on inmate telephones shall be able to be identified to the called party as follows:

a. “This is a collect call from, _______________ (Inmate speaks name or system plays inmate’s prerecorded name) an inmate at the Coconino County Jail”.

2.8.2 The system shall provide the called party with the ability to hear calling rates as they apply to the phone call they are receiving.

2.8.3 The system shall have the capability to inform the called party at selected intervals during the conversation that they are speaking with an inmate and being recorded.

2.8.4 Independent Contractor shall work with the District to provide a call branding that complies with the District’s requirements.

2.8.5 The system shall allow for the inmate’s name and name of the facility in real time uncompressed voice, to be announced to the called party prior to acceptance. The word “inmate” shall precede the inmate’s name in the announcement.

2.8.6 The system shall allow the inmate to listen to the status of the call in progress for acceptance or denial by the called party. Call acceptance by the call recipient shall be accomplished through positive call acceptance.

2.8.7 Independent Contractor will provide the following options for call acceptance: Key Pad, Voice, and Long Term Positive Acceptance.

2.8.8 The called recipient shall have an option to block any further inmate call attempts at the time the call is received.

2.8.9 Independent Contractor agrees to provide 2 free calls of 5 minutes each to inmates each month. Independent Contractor will work with District to continuously ensure provision of the best market rates for inmates, friends and family.
2.9 **Fraud Control**

2.9.1 Aid in controlling fraudulent use of the telephone network shall be provided by interference with secondary call patterns, termination of calls if a second dial tone is detected, and prohibition of hook switch dialing.

2.9.2 The District will bear no responsibility for the loss of revenue as a result of fraudulent use of the telephone service. Fraudulent calls shall be the sole responsibility of Independent Contractor.

2.9.3 The system shall have the capability to detect the dialing of additional Dual Tone Multi-Frequency’s (DTMF) following call connection. Upon detection, the system shall play a warning message to the inmate and the called party.

2.9.4 The system shall provide the ability to detect and flag three-way calls. Facility personnel shall be provided with the ability to mark the call as a three-way-call.

2.9.5 Independent Contractor agrees that the County and the District will bear no responsibility for fraudulent calls or theft of service. Furthermore fraudulent, stolen or lost calls shall not be deducted from revenue paid to the District. Fraudulent calls will be the sole responsibility of Independent Contractor.

2.9.6 Independent Contractor agrees that the District will bear no responsibility for un-billable or uncollectible calls. Furthermore, no revenue shall be deducted from commissions paid to the District for such calls. The Independent Contractor shall bear sole responsibility for collection on all such calls.

2.9.7 The system shall have a remote shut-off function for each phone, each living area and for the entire system.

2.9.8 On-site computers shall be able to perform call blocking, inmate PIN assignment, call allow lists, call duration programming, time of day automatic shutdown of telephones, and generation of administrative reports.

2.10 **Inmate Telephone Recording/Monitoring System**

2.10.1 Independent Contractor shall provide live call monitoring and storage of the recordings for a period of no less than one year.

2.11 **Training**
2.12 Independent Contractor will provide up to 15 days of post installation on-site operations training and support after inmate telephone system installation.

2.13 **Service, Implementation/Installation, and Maintenance**

2.13.1 Service Program. Independent Contractor shall provide constant remote service, with 24/7/365 monitoring and response. In the event of a proposed hardware upgrade, Independent Contractor will provide advance notice and work with the District to arrange a convenient time for a technician to visit. Independent Contractor will continue to provide geographic redundancy for all data storage and call processing.

2.13.2 **Implementation and Installation.** Independent Contractor shall reset, refresh, clean, upgrade and provide maintenance or replacement of District's existing equipment.

2.14 **Customer Service**

2.14.1 Independent Contractor shall maintain a 1-800 Customer Service number which shall be answered 24 hours a day, 7 days a week by a live operator.

2.14.2 Independent Contractor shall maintain a 1-800 number for the District and the public to call to inquire about any billing issues call blocks, etc.

2.14.3 Independent Contractor shall provide a single point of contact for handling inmate and public complaints and inquiries.

2.14.4 Independent Contractor shall provide a single point of contact for handling financial, commission or billing inquiries.

2.14.5 Informational pamphlets shall be available for inmates relative to the applicable features and functionalities of the ITS upon installation and when requested by the District.

2.15 **Inspection Audit and Maintenance of Reports**

2.15.1 Independent Contractor shall maintain books, records and documents in accordance with generally accepted accounting practices that sufficiently and properly reflect all gross revenues generated.

2.15.2 The District or their representatives shall have reasonable access, for the purpose of examination, to any books, documents, papers and records of the Independent Contractor as they may relate to this Contract.

2.15.3 The District may cancel the Agreement for refusal by the Independent Contractor to allow
reasonable access to all documents, papers, or other materials originated or received by the Independent Contractor in conjunction with the Agreement, unless prevented from doing so by law. The District may cancel the Agreement if examination of the material provided by Independent Contractor conjunction with this Agreement provides cause to terminate due to noncompliance or fraud.

2.16 **Maintenance Diagnostics**

2.16.1 The system software shall perform continuous self-test diagnostics with District staff intervention.

2.16.2 When the system detects a problem, a visual notification shall be displayed to the support staff in Independent Contractor’s maintenance center.

2.16.3 Independent Contractor shall perform remote software diagnostics on the inmate telephone system within four (4) hours of notification.

2.16.4 Independent Contractor shall provide all software updates to the District at no additional charge.

2.16.5 Independent Contractor shall provide an inmate telephone system compliant with the most recent decision from the FCC – (https://www.fcc.gov/consumers/guides/inmate-telephone-service).

2.16.6 Independent Contractor shall provide (at their own expense) any additional cabling and Wi-Fi required to run the inmate phone system.

2.16.7 The phone system shall allow inmates to make collect calls, international calls, long distance calls and local calls at a reasonable cost rate.

2.16.8 All phone data shall be held for one year minimum, inmate phone storage is web based and offsite.

2.17 **Other**

2.18 Installation of all equipment shall be accomplished by Independent Contractor or their sub-contractors during normal business hours or as agreed by the District.

2.19 Independent Contractor shall repair any unanticipated damage to property to the extent caused by maintenance or installation personnel under the direction of Independent Contractor including but not limited to wall, ceilings, etc.

2.20 Independent Contractor shall clean up and remove any debris resulting from their work. Upon completion of the installation, the premises shall be left in order and ready for
immediate use.

2.21 Independent Contractor shall provide all necessary equipment, labor, parts, materials and transportation to maintain all equipment in good working order throughout the life of the Agreement. No charge may be made to the District for maintenance of the systems.

2.22 Independent Contractor shall provide equipment personnel who are fully trained, manufacturer certified and/or qualified on the equipment and software to be serviced.

2.23 Independent Contractor maintenance personnel shall respond and resolve repair requests in accord with the Escalation Schedule, Exhibit X.

2.24 Independent Contractor shall provide a point of contact for handling public complaints and inquiries.

II. Compensation

Independent Contractor will pay District 25% of the gross revenue collected from the video visitation system, inmate phone system and inmate tablets. The pilot educational program is excluded from commission.

Commissions will be paid to the District within 45 days from the close of each monthly billing cycle and shall be accompanied and supported by the call detail reports as specified within the Scope of Work and a monthly report including such information relative to the call detail, gross revenue, less detailed fees as is necessary to verify District’s commission payments. The District may elect payment by check, ACH electronic transfer and deposit or other means as may be mutually agreeable.

III. Term of Agreement

The term of this Agreement shall be from the date of approval by the Board of Supervisors through June 30, 2020. Upon mutual agreement, the parties may renew this Agreement for four additional, one-year terms.

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.

TELMATE, LLC,

By ______________________________
John Walker, Executive Vice President-
Business Development

COCONINO COUNTY JAIL DISTRICT

By ______________________________
Chairman, Board of Directors

ACKNOWLEDGED before me John Walker, Executive Vice-president of and for Independent Contractor on this ___ day of _______, 2019.

ATTEST:

______________________________
Clerk of the Board

Approved as to form:

______________________________
Deputy County Attorney
EXHIBIT A
FACILITIES

Flagstaff Detention Facility:
951 E. Sawmill Drive
Flagstaff, AZ 86001

Page 72-hour Holding Facility:
713 Tunnel Road
Page, AZ 86040

Any new in-custody, detention or inmate correctional housing facility resulting from the District's expansion, relocation of an existing Facility, or opening of a new facility, during the Term or any Renewal Term.
Customer Service

Telmate offers live, in-house, multi-lingual, US-based operators, who are available 24 hours a day, 365 days a year to both friends & family and jail staff (different numbers). All facility and friends & family inquiries (not inmate) are handled real-time by live customer service representatives who are empowered to make decisions that will best service the customer and.

Customer Service for Friends & Family

1 (866) 516-0115
Available 24/7, Multilingual

Telmate’s customer service is recognized for providing outstanding response to facilities, inmates, and friends & family requests. Friend’s & family don’t want to interact with a digital operator, they want to speak to a US-based operator who speaks their language, and that's exactly what Telmate offers, Oregon-based bi-lingual customer service, 24 hours a day, 365 days a year.

For facilities that utilize commissions, this human interaction with our paying customers serves as a revenue enhancement. Our customer service representatives can explain how inmate calls work, share call prices, help determine a deposit method that works for the customer, and answer any questions at all.

Customer Service for Facility Staff

Telmate offers a number of methods for facility staff to report and track the resolution of issues, including:

Web-based Public Tickets: Facility staff can file a public ticket via the Telmate web-based interface. These tickets automatically trigger notifications and alerts within Telmate.

24/7 Toll-Free Customer Service Number: Live customer service agents pick up calls that are placed in a queue and answered in the order in which they come into the system. Customers calling in rarely wait for more than 10-20 seconds before being assisted.

Customer Service Email Address: Our customer service representatives are able to respond to emailed requests or issues, just as they respond to phone calls. A public ticket will be created to track any issues, and a technician will be dispatched if necessary.

Live US-Based Customer Service Means More Revenue

Telmate has a single 24-hour toll-free number for accessing live customer service:

Telmate: 1 (800) 205-5510

Our customer service representatives explain how inmate calls work, share call prices, help determine a deposit method that works for the customer, and answer any questions at all. As a result, friends & family trust us and we find, time and again, that they spend more on calls with Telmate than with other systems.

Watch out for customer service traps that we’ve see from other vendors, including:

- Fully automated solutions with no operator
- Call back solutions with lengthy wait times
- Limited hours designed for a single timezone
- 30+ minute hold times
- Hidden charges for calling customer service
**Dedicated Telmate Account Manager:** Telmate will assign a dedicated customer service manager who is always available as a single point of contact to handle all matters involving inmate telecom and related services, by both phone and email.

In addition to our convenient ways of contacting us, we have a silent automated system that uncovers most service and hardware issues before humans even notice. Telmate’s automated software polls all Telmate equipment every six minutes, 24/7, for a vast range of potential issues, some of which aren’t easily detected by humans. When issues are found, our facility customer services representatives are notified immediately and the issue may be rectified before you notice.

**Issue Escalation and Telmate’s Public Ticket System**

Whenever an issue is reported, whether it is in person, over the phone, email or directly through the Telmate Web-based application, a public ticket is created. Telmate’s online public ticket system allows both you and Telmate to track every request from reporting to resolution.

The public ticket system is a real-time service ticketing system that is integrated into Telmate’s web-based platform. This means that any user with the appropriate access can log in and view the entire history of the ticket. The system tracks all issues and shows creation date, issue date and resolution.

Additionally, Telmate’s system has automated assignment of service and issues with a built in escalation processes:

- When new tickets are created, Telmate’s 24/7 facility customer service department and the dedicated account manager for your facility are notified immediately via email.
- If the ticket is technical in nature, Telmate’s 24/7 IT team is notified to further diagnose the issue.
- If the issue is a result of a carrier issue (local phone/data provider outage) the team will follow up with the carrier until the issue is fixed and provide updates (which are always trackable via the public ticket system).
- If the ticket requires an onsite technician, an SMS message is sent immediately to your local lead technician, and followed within 15 minutes by a phone call. If the issue requires immediate attention onsite, a technician will be available to visit your facility within (2) two hours.
- If a new ticket goes unresolved, the director of customer service is notified immediately.
Law library services, though accessed through the Telmate system, are provided BY the third party of District's choice. Telmate does not charge for this access, but the third party likely does, and such would be the subject of a contract or agreement between District and such Law Library provider. Telmate would not be involved. Below lists Telmate's understanding of LRA's current rates as of the Effective Date. Telmate claims no authority or involvement in, and makes no representations or warranties in respect of, LRA's or any other law library services provider's relationship with, or pricing charged to District.

DEPOSIT, INMATE COST, AND DISTRICT COMMISSION

DEPOSIT FEES TO CUSTOMER

Prepaid Kiosk
Cash - $3.00 for any deposit
Credit - 3% + 3.00 for any deposit

Trust Kiosk
Cash - 3% + 2.95 for any deposit
Credit - 9% + $5.95 for any deposit

Customer Service Representative
Cash - 3% + $5.95 for any deposit
Credit - 9% + $7.95 for any deposit

Online/IVR
Cash - 3% + $3.00 for any deposit
Credit - 9% + $5.95 for any deposit

Quick Connect Calls
9% + $8.95

INMATE COSTS AND DISTRICT COMMISSION

<table>
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<tr>
<th>Inmate Telephone System</th>
<th>Collect</th>
<th></th>
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<tbody>
<tr>
<td></td>
<td>Surcharge</td>
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<td>Surcharge</td>
<td>Per Min</td>
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<td>Interlata Calls</td>
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### International Calls

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<td>$1.25</td>
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</table>

**2 free 5 minute calls per month**

**District Commission .08 per minute**

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### Video Visitation

First 60 minutes per week are free (Remote and Local)

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost Per Minute (Remote/Local)</th>
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<tbody>
<tr>
<td>Cost Per Minute (Remote/Local)</td>
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<td>Games - Inmate Cost per minute</td>
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<tr>
<td>Received Message - Inmate Cost</td>
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<td>Send Message - Inmate Cost</td>
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<td>Commissary Ordering - Inmate Cost</td>
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**District Commission** 25% of Gross Revenues

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### Tablet

<table>
<thead>
<tr>
<th>Item</th>
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<tbody>
<tr>
<td>Movies - Inmate Cost</td>
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<tr>
<td>Music - Inmate Cost</td>
<td>$0.05/ min</td>
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<tr>
<td>Games - Inmate Cost</td>
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<tr>
<td>Outgoing Messages access to write and send - Inmate Cost</td>
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<tr>
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<tr>
<td>Incoming pictures access to view - Inmate Cost</td>
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<tr>
<td>Educational Pilot Program - Inmate Cost</td>
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</table>

**District Commission** 25% Gross Revenue*

*Educational Pilot Program = No District Commission

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### District Signing Bonus

$15,000.00 paid upon contract execution and all subsequent renewal periods
**CERTIFICATE OF LIABILITY INSURANCE**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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**
Aon Risk Services South, Inc.
Atlanta GA Office
3550 Lenox Road NE
Suite 1700
Atlanta GA 30326 USA

**CONTACT NAME**

**PHONE (ext):** (866) 283-7122
**FAX (ext):** (800) 363-0105

**CERTIFICATE NUMBER:** 570076296310

**INSURED**
Telmate, LLC
Attn: Cheryl Cicco
107 St Francis St 32nd Floor
Flagstaff AZ 86001 USA

**CERTIFICATE HOLDER**
Coconino County Arizona
951 E Sawmill Road
Flagstaff AZ 86001 USA

**COVERAGES**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
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<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>$1,000,000</td>
</tr>
<tr>
<td>ANY AUTO</td>
<td>7353–38–39</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

**EXCLUSIONS AND CONDITIONS OF SUCH POLICIES**

- **Limitations:** Limits shown may have been reduced by paid claims.
- **Waiver:** General Liability evidenced herein is subject to the terms and conditions of the policy, certain policies may require an endorsement. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Workers Compensation policy.

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

- **Mandatory in NH:**
- **SCHEDULED AUTOS:**
- **NON-OWNED AUTOS ONLY:**
- **CLAIMS-MADE OCCUR:**
- **NON-OWNED AUTOS ONLY:**
- **CLAIMS-MADE:**
- **OCCUR:**
- **CLAIMS-MADE:**
- **EACH OCCURRENCE:**
- **AGGREGATE:**
- **PER STATUTE:**
- **OTHER:}
- **PER PERSON:**
- **PER OCCURRENCE:**

**AUTHORIZE REPRESENTATIVE**

_Aon Risk Services South, Inc._

©1988-2015 ACORD CORPORATION. All rights reserved.
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Michael Oxtoby, Interim Chief Health Officer

SUBJECT: Consideration and possible action regarding approval of a renewal amendment to the Independent Contractor Agreement between North Country HealthCare and the Coconino County Public Health Services District, for the period July 1, 2019 to June 30, 2020, for the operation of the Northern Arizona Care and Services After Assault (NACASA) and the payment of costs mandated to the County for sexual assault forensic examinations and corresponding forensic costs up to the amount of $95,000.

RECOMMENDED MOTION:

Move to approve a renewal amendment to the Independent Contractor Agreement between North Country HealthCare and the Coconino County Public Health Services District, for the period July 1, 2019 to June 30, 2020, for the operation of the Northern Arizona Care and Services After Assault (NACASA) and the payment of costs mandated to the County for sexual assault forensic examinations and corresponding forensic costs up to the amount of $95,000.

BACKGROUND:

The County has the statutory responsibility to pay for sexual assault exams and corresponding forensic services. There are two primary providers of these services; Safe Child at Flagstaff Medical Center for children and youth under the age of 16 years and NACASA for ages 13 and up. Occasionally, a hospital Emergency Room will provide the exam and then bill the CCPHSD for the services provided.

Under this contract, NACASA provides medical/forensic examinations to victims of sexual assault. These services are provided outside of the emergency room setting, with or without law enforcement involvement at two locations in Coconino County, Flagstaff and Page. Both programs are hosted by community health centers, North Country HealthCare in Flagstaff and Encompass in Page.
From July 2018 thru March 2019, NACASA provided medical forensic exams to 83 victims in Coconino County. Assisted victims were 43% Native American, 44% Caucasian, 5% Hispanic, 8% Other/Unknown, and 20% were students (ages 18-24).

Services include a thorough medical examination, extensive documentation available to law enforcement and prosecution, emergency contraception medications, STD prophylaxis, HIV prophylaxis and follow-up referrals, safety planning, clothing replacement, shower facility on-site, behavioral health referrals and forensic evidence collection. All services are provided without cost to the patient as per Violence Against Women Act (VAWA) and kept completely confidential and separate from the patient’s medical record.

**ALTERNATIVES:**

If a local medical/forensic examination program did not provide services in Northern Arizona, the next option for victims is a 2.5 hour drive to Honor Health in Scottsdale. NACASA provides mandated services to our local communities, removing the burden of long transportations and high costs to law enforcement, advocacy groups and victim families. Victims want to escape the feeling of their assault as quickly as possible and asking them to drive five hours in soiled clothing is often too much for them to handle. Without a local option, victim needs would not be addressed and an additional burden would be placed on the Flagstaff Medical Center, local law enforcement, advocacy groups and mental health providers. Leveraging local, state and federal support reduces the overall cost of the exams for the county’s benefit and to keep the program sustainable long-term.

The alternatives to NACASA for individuals 13 years and above is to utilize the Emergency Departments at local hospitals. This is not always an appropriate location to provide these exams as Emergency Departments’ priority for service is for life threatening situations. This means these exams can be postponed or interrupted which only as exacerbates the emotional impact of the assault.

**FISCAL IMPACT:**

There is no fiscal impact on the General Fund. The impact on the CCPHSD fund is up to $95,000. While mandated payments for examinations have not exceeded this amount in past years, if the service demand increases, the cost could go over previous years.

**ATTACHMENTS:**

1 - Staff Report
2 - FY20 RENEWAL
2 - FY20 SAFE ICA WITH NACASA
3 - ORIGINAL CONTRACT
4 - NACASA INSURANCE
This SECOND AMENDMENT (hereinafter this "Amendment") is made this ___ day of ______________, 2019,

BETWEEN

COCONINO COUNTY PUBLIC HEALTH SERVICES DISTRICT, a political subdivision of the State of Arizona, of 2625 N. King Street, Flagstaff, Arizona 86004, (hereinafter the "District"),

AND

NORTH COUNTRY HEALTH CARE, located at 2920 North 4th Street, Flagstaff, AZ 86004 (hereinafter the "Independent Contractor"),

WHEREAS:

I. A. The County and the Independent Contractor entered into an agreement commencing on the 3rd day of May, 2017, for the Independent Contractor to provide Scope of Work

   i. The District will:

      1. Provide funding, in collaboration with other community organizations, to support the infrastructure of the Northern Arizona Care and Services After Assault (NACASA).

      2. Pay a fee for each sexual assault exam conducted for forensic purposes at the request of a law enforcement agency/officer, subject to review and determination by the County Attorney for eligibility pursuant to A.R.S. § 13-1414.

   ii. The Independent Contractor will operate the NACASA:

      1. This service will be available 12 hours a day (7am to 7pm), seven days a week, 365 days a year.

      2. This service will be available to all individuals aged 13 years and older, who allegedly are victims of sexual assault occurring in Coconino County.

      3. There will be no charge to qualifying individuals who use this service.

      4. The Independent Contractor shall seek long term stable funding sources to support NACASA.

      5. The Independent Contract shall provide the District with a written quarterly report of services provided under this Agreement, and progress toward long term financial security.
; and

B. The parties wish to renew the Agreement for a 1 year period.

C. The Agreement provided was modified by this Amendment that renewed the Agreement for 1 year and amend a name change of NACASA to Northern Arizona Care and Services after Assault.

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

I. The Agreement is renewed for the period from 1st day of July, 2019, through the 30th day of June, 2020.

2. The compensation is modified as follows: N/A

3. Prior to providing services, the Independent Contractor will provide the County with a Certificate of Liability Insurance evidencing insurance coverage in the amounts specified in the original Agreement for the effective term of this renewal.

4. Terms and conditions in the Agreement as amended that are unchanged by this Amendment will remain in full force and effect.

5. 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.

NORTH COUNTRY HEALTHCARE

By ______________________________
Anne Newland, MD, MPH
Chief Executive Officer

COCONINO COUNTY PUBLIC HEALTH SERVICES DISTRICT

By ______________________________
Art Babbott, Chairman
Board of Directors

ACKNOWLEDGED before me by ________________________________
as ______________ of
and for INDEPENDENT CONTRACTOR
on this ___ day of ________, 20__.

ATTEST:

_____________________________
Clerk of the Board

Approved as to form:

_____________________________
Notary Public

Deputy County Attorney
INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement")
made this 21st day of June, 2016,

BETWEEN

North Country HealthCare, 2920 N. 4th Street, Flagstaff, Arizona 86004, (hereinafter the "Independent Contractor"),

AND

COCONINO COUNTY PUBLIC HEALTH SERVICES DISTRICT, a political subdivision of the State of Arizona, of 2625 North King Street, Flagstaff, Arizona 86004, (hereinafter the "District");

WHEREAS:

A. Pursuant to Arizona Revised Statutes §13-1414, any medical expenses arising out of the need to secure evidence that a person has been the victim of a dangerous crime against children as defined in section 13.604.01 or a sexual assault shall be paid by the county in which the offense occurred.

B. The District needs a strong and viable organization to address the needs of victim’s who have been sexually assaulted.

C. The Independent Contractor is an organization with a stable history that can provide these 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 District will:

   i. Provide funding, in collaboration with other community organizations, to support the infrastructure of the Northern Arizona Center Against Sexual Assault (NACASA).

   ii. Pay a fee for each sexual assault exam conducted for forensic purposes at the request of a law enforcement agency/officer, subject to review and determination by the County Attorney for eligibility pursuant to A.R.S. 13-1414.
b. The Independent Contractor will:

   i. Operate the NACASA  
      a. This service will be available 24 hours a day, seven days a week, 365 
         days a year.  
      b. This service will be available to all individuals, 16 years and older, 
         who are victims of sexual assault in Coconino County.  
      c. There will be no charge to the individuals who use this service.  
   
   ii. Seek a long term stable funding source(s) to support NACASA.  
   
   iii. Provide a written quarterly report on services provided and progress 
        toward long term financial security.  

II. Compensation  

   a. The District will pay the Independent Contractor $18,825 in quarterly payments of 
      $4,706.25 each quarter upon receipt of the quarterly report.  

   b. The District will pay the Independent Contractor $600.00 for each sexual assault exam 
      determined eligible for payment by the County Attorney pursuant to Paragraph 1 of this 
      agreement. NACASA will submit an invoice for each exam to the Coconino County 
      Attorney who, following a determination of eligibility will forward the invoice to the 
      Coconino County Public Health Services District for approval and payment.  

III. Term of Agreement  

   The term of this Agreement shall be from the date of approval by the Board of 
   Supervisors through 6/30/2017.  

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>
<tr>
<th>General Aggregate</th>
<th>$2,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Products/Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Fire Legal Liability</td>
<td>$50,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

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.

iv. 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, 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 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, 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 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. 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.

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, 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.

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 (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.

XIII. Approval by the County

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.

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 District pursuant to A.R.S. § 38-511.

XVII. 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.

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.
NORTH COUNTRY HEALTHCARE

By

Ann Roggenbuck
Chief Executive Officer

ACKNOWLEDGED before me by (Name) as (title) of and for (Independent Contractor) on this 3rd day of June, 2016.

Notary Public

CRYSTAL GONZALES
Notary Public - State of Arizona
COCONINO COUNTY
My Commission Expires
June 2, 2017

COCONINO COUNTY PUBLIC HEALTH SERVICES DISTRICT

8

By

Lena Fowler, Chair
Board of Directors

ATTEST:

Ward Edler
Clerk of the Board of Directors

Approved as to form:

Deputy County Attorney
## Certificate of Liability Insurance

**Date (MM/DD/YYYY)**: 05/13/2019

**Producer**: MDIC Insurance  
**Address**: PO Box 2368, Lake Havasu City, AZ 86405  
**Contact Name**: Misty Ross  
**Phone**: (928) 788-0050  
**Fax**: (928) 788-0045  
**Email**: misty@mdicinsurance.com

**Insured**: North Country Healthcare, Inc  
**Address**: PO Box 3630, Flagstaff, AZ 86003

### Coverages

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<tr>
<th>Ind Ltr</th>
<th>Type of Insurance</th>
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<th>Sub Wd</th>
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<th>Policy Number</th>
<th>Policy Eff (MM/DD/YYYY)</th>
<th>Policy Exp (MM/DD/YYYY)</th>
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<td>05/27/2019</td>
<td>05/27/2020</td>
<td>Aggregate $2,000,000</td>
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### Description of Operations/Locations/Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coconino County Public Health Services District, its agents, officials, and employees are named as additional insureds, as required by written contract, per form CG D2 46. Insurance afforded is primary and non-contributory. Waiver of Subrogation applies per form CG D5 01.

### Certificate Holder

**Email**: dabele@coconino.az.gov

Coconino County Public Health Services District  
**Attn**: HR Risk Management  
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**

[signature]

© 1988-2015 ACORD CORPORATION. All rights reserved.
This SECOND AMENDMENT (hereinafter this "Amendment") is made this ___ day of ____________________, 2019,

BETWEEN

COCONINO COUNTY PUBLIC HEALTH SERVICES DISTRICT, a political subdivision of the State of Arizona, of 2625 N. King Street, Flagstaff, Arizona 86004, (hereinafter the "District"),

AND

NORTH COUNTRY HEALTH CARE, located at 2920 North 4th Street, Flagstaff, AZ 86004 (hereinafter the "Independent Contractor"),

WHEREAS:

A. The County and the Independent Contractor entered into an agreement commencing on the 3rd day of May 2017, for the Independent Contractor to provide Services relating to the Northern Arizona Care and Services After Assault (NACASA).

B. The Agreement provided was modified by the first Amendment that renewed the Agreement for one year and amend a name change of NACASA to Northern Arizona Care and Services after Assault.

C. The parties wish to renew the Agreement for another one year term.

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

1. The Agreement is renewed for the period from 1st day of July, 2019, through the 30th day of June, 2020.

2. The compensation remains unchanged.

3. Prior to providing services, the Independent Contractor will provide the County with a Certificate of Liability Insurance evidencing insurance coverage in the amounts specified in the original Agreement for the effective term of this renewal.

4. Terms and conditions in the Agreement as amended that are unchanged by this Amendment will remain in full force and effect.

5. 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.

NORTH COUNTRY HEALTHCARE

By
Anne Newland, MD, MPH
Chief Executive Officer

COCONINO COUNTY PUBLIC HEALTH SERVICES DISTRICT

By
Art Babbott, Chairman
Board of Directors

ACKNOWLEDGED before me
by ______________________
as ____________ ________ of
and for INDEPENDENT CONTRACTOR
on this ___ day of ________ 2019.

APPROVED as to form:

_____________________________
Notary Public

_____________________________
Deputy County Attorney
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Consideration and possible action regarding the Memorandum of Agreement between the Navajo Nation by and through the Navajo-Hopi Land Commission Office and the Coconino County Public Library District, approval to extend the agreement/contract ending date from February 18, 2019 to February 19, 2020, to allow for Coconino County to repair, replace and/or upgrade facilities and equipment at the Tuba City Library.

RECOMMENDED MOTION:

Approve the extension of the Memorandum of Agreement between the Navajo Nation by and through the Navajo-Hopi Land Commission Office and the Coconino County Public Library District to February 19, 2020, to allow Coconino County to repair, replace and/or upgrade facilities and equipment at the Tuba City Library.

BACKGROUND:

William Ascarza, Deputy Library Director/County Librarian for the Flagstaff City-Coconino County Public Library, has requested this item be put on the Board's agenda to approve the extension of the Memorandum of Agreement between the Navajo Nation by and through the Navajo-Hopi Land Commission Office and the Coconino County Public Library District.

The Agreement was originally approved and entered into on August 8, 2017 and the ending date of the contract was February 18, 2019. The intent of the Agreement was for the Navajo-Hopi Land Commission Office (NHLCO) to provide $30,000 to the County Public Library District to repair, replace and/or upgrade facilities and equipment at the Tuba City Library to enhance services for the public and the community and surrounding area that it serves.

In order to expend all of the funds, the Memorandum of Agreement needs to be extended to February 19, 2020 to allow the Coconino County Public Library District to continue to repair, replace and/or upgrade facilities and equipment at the Tuba City Library.
ALTERNATIVES:

The Board may choose not to extend the ending date of the agreement/contract.

FISCAL IMPACT:

The Navajo-Hopi Land Commission provided $30,000 to the Coconino County Public Library District when the initial Agreement was put in place. In order to finish expending those funds, the ending date of the Agreement needs to be extended to February 19, 2020.

ATTACHMENTS:

1 - Staff Report
2 - CONTRACT MODIFICATION
Modification No.: (one)-1/Contract No.: CO12773

Nathaniel Burton <nburton@navajo-nsn.gov>

Wed 5/15/2019 5:23 PM

To:wascarza@flagstaffaz.gov <wascarza@flagstaffaz.gov>
Cc:Robert K. Black, Jr. <robertblackjr@navajo-nsn.gov>; Caroline G. Pete <cgpete@navajo-nsn.gov>

Importance: High

William,

Good Afternoon, I am sending (4)-four original copies of the Modification/Amendment to Professional Service Contract No.: CO12773 via mail. Please have Mr. Art Babbott, Chairperson-COCONINO COUNTY BOARD OF SUPERVISORS sign all (4)-four copies of the Modification/Amendment and return via mail to the Navajo-Hopi Land Commission (NHLCO). This amendment is requesting the Navajo Nation to Extend the Contract Ending Date from February 18, 2019 to February 19, 2020.

Sent to:
COCONINO COUNTY BOARD OF SUPERVISORS
219 E. Cherry Ave.
Flagstaff, Arizona 86001

Return to:
Navajo-Hopi Land Commission Office
P.O. Box 2549
Window Rock, Arizona 86515

Respectfully,

Nate Burton
OPVP/Navajo-Hopi Land Commission Office (NHLCO)
Post Office Box 2549
Window Rock, Arizona 86508
Telephone: (928) 871-6726
Cell: (928) 613-0584
Facsimile: (928) 871-7297
Email: nburton@navajo-nsn.gov

https://webmail.navajo-nsn.gov/owa/
MODIFICATION NO. ONE (1) TO
AGREEMENT BETWEEN
THE NAVAJO NATION AND
COCONINO COUNTY

Contract No. CO12773

Pursuant to amendments, changes, and modifications, of the Memorandum of Agreement (MOA), executed between Coconino County and the Navajo Nation, the agreement (Contract No. CO12773) is hereby amended as follows;

1. Change in contract ending date from February 18, 2019, to new ending date of February 19, 2020.

2. All other terms and conditions in Contract No. CO12773 and the Memorandum Agreement (MOA) remain unchanged and in force.

Purpose of Modification:

This modification is needed for Coconino County to repair, replace and/or upgrade facilities and equipment at the Tuba City Library to enhance services for the Public and the community and surrounding area that it serves.
MODIFICATION / AMENDMENT
TO
PROFESSIONAL SERVICE CONTRACT
BETWEEN
THE NAVAJO NATION
AND
COCONINO COUNTY
Art Babbott, Chairperson
219 E Cherry Ave
Flagstaff, Arizona 86001

CONTRACT NO: CO12773
AMENDMENT NO: One (1)

TYPE OF AMENDMENT:
( ) SCOPE OF WORK
( ) CONTRACT BUDGET
(XX) TERM OF CONTRACT
( ) TERMINATION
(XX) OTHER: Extend Contract Ending Date

ATTACHMENTS:
( ) REVISED SCOPE OF WORK
( ) REVISED BUDGET
(XX) TERM OF CONTRACT
( ) TERMINATION NOTICE
(XX) OTHER: Extend Contract Ending Date

SIGNATURES OF CONTRACT

For the Contractor:

Art Babbott, Chairperson
COCONINO COUNTY BOARD OF SUPERVISORS
219 E. Cherry Ave.
Flagstaff, Arizona 86001

Date

For the Navajo Nation:

Jonathan Nez, President
The Navajo Nation
Post Office Box 9000
Window Rock, Arizona 86515

Date

Robert K. Black Jr.
Executive Director
Navajo-Hopi Land Commission Office
Post Office Box 2549
Window Rock, Arizona 86515

Date
MODIFICATION / AMENDMENT TO PROFESSIONAL SERVICE CONTRACT BETWEEN THE NAVAJO NATION AND COCONINO COUNTY

Art Babbott, Chairperson
219 E Cherry Ave
Flagstaff, Arizona 86001

CONTRACT NO: CO12773
AMENDMENT NO: One (1)

TYPE OF AMENDMENT:
(  ) SCOPE OF WORK
(  ) CONTRACT BUDGET
(XX) TERM OF CONTRACT
(  ) TERMINATION
(XX) OTHER: Extend Contract Ending Date

ATTACHMENTS:
(  ) REVISED SCOPE OF WORK
(  ) REVISED BUDGET
(XX) TERM OF CONTRACT
(  ) TERMINATION NOTICE
(XX) OTHER: Extend Contract Ending Date

SIGNATURES OF CONTRACT

For the Contractor:

For the Navajo Nation:

Art Babbott, Chairperson
Date
COCONINO COUNTY BOARD OF SUPERVISORS
219 E. Cherry Ave.
Flagstaff, Arizona 86001

Jonathan Nez, President
Date
The Navajo Nation
Post Office Box 9000
Window Rock, Arizona 86515

Robert K. Black Jr.
Date
Executive Director
Navajo-Hopi Land Commission Office
Post Office Box 2549
Window Rock, Arizona 86515
MODIFICATION / AMENDMENT
TO
PROFESSIONAL SERVICE CONTRACT
BETWEEN
THE NAVAJO NATION

AND

COCONINO COUNTY
Art Babbott, Chairperson
219 E Cherry Ave
Flagstaff, Arizona 86001

CONTRACT NO: CO12773
AMENDMENT NO: One (1)

TYPE OF AMENDMENT:
( ) SCOPE OF WORK
( ) CONTRACT BUDGET
(XX) TERM OF CONTRACT
( ) TERMINATION
(XX) OTHER: Extend Contract Ending Date

ATTACHMENTS:
( ) REVISED SCOPE OF WORK
( ) REVISED BUDGET
(XX) TERM OF CONTRACT
( ) TERMINATION NOTICE
(XX) OTHER: Extend Contract Ending Date

SIGNATURES OF CONTRACT
For the Contractor: For the Navajo Nation:

Art Babbott, ChairpersonJonathan Nez, President
COCINNO COUNTY BOARD OF SUPERVISORS
219 E. Cherry Ave.
Flagstaff, Arizona 86001

Date
Date

The Navajo Nation
Post Office Box 9000
Window Rock, Arizona 86515

Robert K. Black Jr.
Executive Director
Navajo-Hopi Land Commission Office
Post Office Box 2549
Window Rock, Arizona 86515

Date
MODIFICATION / AMENDMENT
TO
PROFESSIONAL SERVICE CONTRACT
BETWEEN
THE NAVAJO NATION
AND
COCONINO COUNTY
Art Babbott, Chairperson
219 E Cherry Ave
Flagstaff, Arizona 86001

CONTRACT NO: CO12773
AMENDMENT NO: One (1)

TYPE OF AMENDMENT:
(  ) SCOPE OF WORK
(  ) CONTRACT BUDGET
(XX) TERM OF CONTRACT
(  ) TERMINATION
(XX) OTHER: Extend Contract Ending Date

ATTACHMENTS:
(  ) REVISED SCOPE OF WORK
(  ) REVISED BUDGET
(XX) TERM OF CONTRACT
(  ) TERMINATION NOTICE
(XX) OTHER: Extend Contract Ending Date

SIGNATURES OF CONTRACT

For the Contractor:

Art Babbott, Chairperson
COCONINO COUNTY BOARD OF SUPERVISORS
219 E. Cherry Ave.
Flagstaff, Arizona 86001

For the Navajo Nation:

Jonathan Nez, President
The Navajo Nation
Post Office Box 9000
Window Rock, Arizona 86515

Robert K. Black Jr.
Executive Director
Navajo-Hopi Land Commission Office
Post Office Box 2549
Window Rock, Arizona 86515
**Request for Taxpayer Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above.

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
   - Individual/sole proprietor or single-member LLC
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership). Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)

5. Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional)

6. City, state, and ZIP code

7. List account number(s) here (optional)

**Part I  Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I. Later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

**Part II  Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person

Date

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
March 08, 2018

COCONINO COUNTY
Elizabeth C. Archuleta, Chairwoman
219 E. Cherry Ave.
Flagstaff, Arizona 86001

Reference: DOC 008787 – CO12773

Dear Ms. Archuleta:

Attached, please find your executed Memorandum of Agreement Contract, CO12773. The agreement is with the Navajo-Hopi Land Commission Office, Navajo Nation Office of the President and Vice President. This Memorandum of Agreement Contract is approved in the amount of Thirty Thousand Dollars and Zero Cents ($30,000.00).

This Memorandum of Agreement Contract will commence on February 18, 2018 and will terminate February 18, 2019. Contract, CO12773 must be referenced on all invoices, documents and correspondences as it relates to this contract.

Should you have any questions, please contact Wenona Benally, Executive Director, Navajo-Hopi Land Commission Office, Navajo Nation Office of the President and Vice President at 928.871.6446.

Sincerely,

THE NAVAJO NATION

[Signature]
Valerie Bitsilly, Accountant
Contract Administration
Navajo Nation Office of the Controller

Xc:  Wenona Benally, Executive Director, Navajo-Hopi Land Commission Office, Navajo Nation Office of the President and Vice President
File / Chrono
MEMORANDUM OF AGREEMENT

BETWEEN THE NAVAJO NATION
BY AND THROUGH THE
Navajo-Hopi Land Commission Office
AND
The Coconino County Public Library District
Flagstaff, Arizona

This Memorandum of Agreement (hereinafter called the “MOA”) is entered into as of this __________ day of ______________, 2017 by and between the NAVAJO-HOPI LAND COMMISSION OFFICE (hereinafter called the "NHLCO") and the COCONINO COUNTY PUBLIC LIBRARY DISTRICT (hereinafter called "CPLD").

RECITALS:

Whereas, the Navajo Nation is duly authorized to execute and administer contracts under 2 N.N.C. §222; and

Whereas, per 2 N.N.C. § 851, the NHLCO protects and advances the interest and rights of the people and communities adversely impacted by the 1974 Land Settlement Act, Public Law 93-531 (as Amended), and rehabilitates and improves the social and economic conditions of the people and communities so impacted (Former Bennett Freeze Area is a part of land dispute area); and

Whereas, the NHLCO of the Navajo Nation Council approved Resolution NHLCN- -14 (Attached as Exhibit “A”) in the amount of $30,000.00 to the CPLD to upgrade equipment and repair and upgrade the Tuba City branch of CPLD facility for the use of the Public, including local Navajo families and individuals; and

Whereas, the CPLD is a county free library district formed by the Coconino County Board of Supervisor under the authority granted to it pursuant to Ariz. Rev. Stat. §11-901; and is a political taxing subdivision of the State of Arizona [Ariz. Rev. Stat. § 48-3902] with the power to contract and to enter into intergovernmental agreements with public agencies including Indian tribes [Ariz. Rev. Stat. § 11-951 et seq.]; and

Whereas, pursuant to Ariz. Rev. Stat. § 11-910, the CPLD maintains a branch library known as the Tuba City Public Library which is located at Tuba City, Arizona and is a comprehensive library serving the Public and community on the Navajo Nation; and

Whereas, the Tuba City Public Library serves the Public and Navajo families and individuals from five (5) surrounding Chapters. The services include, but are not limited to, access to computers, reading materials, and work sessions that are of interest to its users; and

Whereas, the CPLD envisions upgrading areas of the Tuba City Public Library that will better serve the Public and the local community within its vicinity; and
Whereas, the NHLCO of the Navajo Nation Council has an obligation to promote the interest and welfare of the residents and community members that surround the Tuba City area. The area in and near Tuba City is a part of the Navajo and Hopi Land dispute area.

Therefore, in consideration of these mutual covenants hereinafter to be kept by both parties, it is mutually agreed that:

I. Term:

The term of this MOA shall be from the date upon which this MOA is executed by the last signatory hereto and continuing for the period of one year, or until the obligations set forth herein are completed, whichever shall occur first; unless both parties agree in writing to an extension or earlier termination.

II. Coconino Public Library District responsibilities:

In return for the receipt of $30,000.00 from the NHLCO:

1. CPLD, acting through the advice and direction of the County Librarian, will repair, replace and/or upgrade facilities and equipment at the Tuba City Library to enhance serves for the Public and the community and surrounding area that it serves.

2. CPLD, acting through the advice and direction of the County Librarian, will perform its duties and responsibilities in a prudent and business-like manner as the County Librarian shall determine from time to time, in the County Librarian’s sole discretion.

3. CPLD, acting through the advice and direction the County Librarian, will establish a restricted fund for deposit of moneys from NHLCO and inform the NHLCO of the deposit of the $30,000.00. The CPLD will report information to the address stated herein:

   Navajo-Hopi Land Commission Office
   P.O. Box 2549
   Window Rock, Arizona 86511

4. CPLD, acting through the advice and direction the County Librarian, shall provide a quarterly and final financial report to the NHLCO for the $30,000.00 allocated to the CPLD by the NHLCO of the Navajo Nation Council until the funds are depleted or this MOA expires.

5. Upon expiration of this MOA all unexpended funds shall be withdrawn from the restricted fund and returned to the NHLCO with a final accounting of the project.

III. Navajo-Hopi Land Commission Office responsibilities:

1. The NHLCO or an authorized representative shall administer and implement the terms of this MOA.

2. The NHLCO will perform its duties and responsibilities herein provided in a prudent manner and in accordance with generally accepted practices and other applicable regulations. It will assist CPLD, when requested by CPLD to ensure the intent of this MOA is
accomplished.

3. The NHLCO will grant the full $30,000.00 to the CPLD within 30 days of execution of this MOA.

IV. Budget:

The total amount for this MOA shall not exceed $30,000.00, as approved by the NHLCO of the Navajo Nation Council through Resolution NHLCN-14.

V. Provisions:

1. Fiscal Responsibilities

CPLD shall maintain an accounting system in accordance with the Generally Accepted Accounting Principle ("GAAP"). The accounting system shall cover all financial transactions incurred during the term of this MOA.

2. Examination of Records

CPLD agrees that the Navajo Nation, State Government, U.S. Government or any of their representatives shall have access to and the rights to request to examine and photocopy any ledgers, books, and other records of CPLD, related to this MOA.

3. Payments

i. The deposit to be made by NHLCO with CPLD is in the form of a lump sum grant and is not to be interpreted or applied as a periodic reimbursement for invoices for cost incurred by CPLD over the course of CPLD's scope of work. The full amount of $30,000.00 will be dispersed to CPLD within 30 days of execution of this MOA.

ii. No payment shall be made to CPLD for any expenses incurred prior to the agreement period or after the MOA expires unless an amendment or extension of this MOA is entered into in writing and signed by all authorized parties.

iii. CPLD agrees to return the unexpended portion of the grant at the close of the MOA period as further provided for in Section II(5) above and Section V(10) below.

4. Liability

CPLD agrees to hold harmless and indemnify the Navajo Nation against any and all losses, costs, damages, claims, expenses, or other liability whatsoever, arising out of or in connection with the CPLD work or services under this contract including, but not limited to, any accident or injury to person or property. The Navajo Nation acknowledges that it will be responsible for claims of damages arising from personal injury or damages to persons or property to the extent the result from the negligence of Tribal officials or employees as provided for and in
accordance with 1 N.N.C. § 551 et seq. Nothing herein shall be construed as a waiver of the Navajo Nation’s sovereign immunity.

6. Compliance with the Laws

The parties shall comply with all applicable laws relating to provision of services under this MOA and will maintain in effect all permits, licenses, governmental approvals, and accreditations that may be necessary for that purpose. The parties shall notify each other immediately of any material change in licenses, governmental approvals or accreditations that would adversely affect the ability of the parties to perform under this MOA.

7. Audit/Debt Collection

Funds expended under this MOA may be subject to audit as required under the Single Audit Act, or assigned by the Navajo Nation funding source, by the Navajo Nation’s Office of the Auditor General, NHLCO Monitoring and Evaluation Unit, or as otherwise allowed or required by law.

8. Other Expenses

The NHLCO shall not be responsible for payment of any permit fees, licenses, or other expenses required of CPLD in its performance of this MOA. Neither is the NHLCO responsible for any payment of any separate agreement of contractors, subcontractors, persons working at the direction of CPLD, or individual loans entered into between the participant and CPLD.

9. Program Income Accountability

The Parties agree that CPLD is a governmental special taxing district of the State of Arizona and, as such, does not generate disposable income from its library district activities.

10. Closing the Memorandum of Agreement

At the close of the MOA period CPLD shall include in its final accounting any outstanding and unresolved claims relating to the work undertaking herein. The original Release of Claims/Certification of Completion form must be submitted to the NHLCO.

11. Debarment and Suspension

CPLD has signed and certified they are not debarred or suspended (attached as Exhibit “C”), or slated for debarment from participating in federal, state, or tribal government contracts.

12. Drug-Free Workplace Requirement

CPLD has signed and certified as meeting the Drug-Free Workplace requirements. A copy of that certification is attached and incorporated (here to as "Attachment D").
13. Dispute Resolution

In the event of a dispute, claim or controversy ("Dispute") arising out of or related to this agreement, the parties agree that it is in their mutual best interest to meet as promptly as possible for the purpose of informally resolving said Dispute.

14. Modifications to the Memorandum of Agreement

Any modification to this MOA shall be made only by written amendment and signed by all parties to this MOA.

15. Authority to Contract

The foregoing MOA has been submitted to the attorneys for the CPLD who determine that this MOA is in proper form and within the powers and authority granted under the laws of the State of Arizona to the CPLD.

WHEREOF, the parties hereto agree to carry out the terms of this Memorandum of Agreement:

ON BEHALF OF THE COCONINO COUNTY PUBLIC LIBRARY DISTRICT:

[Signature]

Elizabeth C. Archuleta, Chairwoman,
Coconino County Board of Supervisors

ATTEST:

[Signature]

Clerk of the Board

Approved as to form and content:

[Signature]

Deputy County Attorney
ON BEHALF OF THE NAVAJO NATION:

Wenona Benally, Executive Director
Navajo-Hopi Land Commission Office

Russell Begay, President
The Navajo Nation

Date

9.13.17

Date

2/18/2015
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<td>Estimated Budget Numbers - Tuba City Library Requested Improvement Budget 02/02/18</td>
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<tr>
<td><strong>One accent color and one field paint color Main library first floor only</strong> (historic building upper floor) EXCLUDES paint touch up at mural in main library</td>
<td>Estimated by TJ FMD</td>
<td></td>
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<tr>
<td>Labor to demo stairs and frame in floor at upper level and haul off (does not include wall demo in basement)</td>
<td>Labor Only Estimated by TJ FMD</td>
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<td>Materials for framing in floor</td>
<td>Materials Only Estimated by TJ FMD</td>
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<tr>
<td>Electrical allowance for pulling wire from existing panel for 4 new duplex receptacles</td>
<td>Labor and Materials Estimated by TJ FMD (Based on utilizing existing elec. circuits)</td>
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<tr>
<td>Main floor re-carpet</td>
<td>carpet square material, labor and labor to move furniture</td>
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**ESTIMATED SUBTOTAL**

$41,600.00

**ESTIMATED GRAND TOTAL INCLUDES A 15% Contingency**

$47,840.00

* This estimate is NOT based on upgrading the electrical panel to the building. The estimate includes re-capture of first floor (main Library) space, demo of existing stairwell, frame in main floor opening, placing and spreading AB, haul off of demo materials, paint at first floor only main Library space. Remove and replace existing carpeting at first floor main Library only with carpet squares and carpet base, electrical allowance for utilizing existing circuits for new receptacles along the east wall of main Library space where stair case is demo'd and floor framed back in. This estimate also included MINOR graffiti touch up on exterior building (one place on the south side of facility) as well as delivery, spreading of AB at entire surrounding parking area out to property line.
NAVAJO NATION CERTIFICATION
Regarding Debarment and Suspension

Applicant acknowledges that to the best of his/her knowledge that their company and principal participants on this contract:

1. Are not debarred, suspended, or otherwise slated for debarment, ineligible and/or excluded from participation on Federal, State, and Tribal Government contracts etc.

2. Are not presently nor have been under criminal indictment or civilly charged by a governmental entity (Federal, State, and Tribal Government) for fraud, forgery, falsification, theft, bribery, destruction of records, receiving stolen property and other criminal offenses in the administration of a government contract.

3. Have not been terminated for cause or convenience by a governmental entity in the administration of a government contract (Federal, State, and Tribal Government).

4. If the Navajo Nation determines that the Certificate provided herein is not true, it will be grounds to terminate the contract and pursue other legal remedies.

Applicant's Address
Coconino County
219 E. Cherry Ave.
Flagstaff, AZ 86001

Name & Signature of Applicant

Signature Date

Contracts and Grants Section, OMB P.O. Box 646, Window Rock, AZ 86515 (928) 871-6470, Fax 871-6567
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Michael Oxtoby, Interim Chief Health Officer

SUBJECT: Consideration and possible action regarding a presentation and discussion regarding the proposed changes and updates to the Environmental Services Code.

BACKGROUND:

The Environmental Health program issues permits, licenses and certificates within Coconino County. The program has been enforcing codes that range in era from 1976 to 2012; therefore, the Environmental Services Code needed updates to reflect current services and to ensure compliance with current enforcement regulations.

This meeting is a follow-up from previous Work Sessions held in 2018, regarding the Environmental Services Code. During the last work session held on November 27, 2018, the Board of Supervisors accepted revisions to chapters 1 and 2 of the Environmental Services Code and discussed the need to continue code revisions.

PURPOSE OF THE PRESENTATION:

To discuss code revision, specifically the repeal of chapters 6, 12, and 16, and the adoption of Arizona Administrative Codes for bottled water and children’ camps.

ALTERNATIVES:

Not applicable to this Work Session.

FISCAL IMPACT:

There is no financial impact associated with this Work Session.
ATTACHMENTS:

1 - Staff Report
2 - PRESENTATION
3 - PROPOSED REPEAL OF CHAPTER 6
4 - PROPOSED REPEAL OF CHAPTER 12
5 - PROPOSED REPEAL OF CHAPTER 16
6 - PROPOSED ADOPTION OF CHAPTER 21 (BOTTLED WATER)
7 - CURRENT AAC BOTTLED WATER CODE
8 - PROPOSED ADOPTION OF CHAPTER 22 (CHILDREN'S CAMPS)
9 - CURRENT AAC CODE ON CHILDREN'S CAMPS
10 - TIMELINE
Proposed Environmental Services Code Revisions

Work Session
June 4, 2019
Environmental Services (ES) Code Revisions

Jay Christelman, Director, Community Development

Brian Y. Furuya, Deputy County Attorney

Mike Oxtoby, Public Health Interim Chief Health Officer

Eve Wolters, Public Health Division Manager

37. | 06/04/2019 | Health District | Presentation and discussion on Environmental Services Code Revision

6/4/2019 Page 4 of 37
Discussions points
11/27/18 Work Session

Most of the current Environmental Services (ES) Code is outdated,

- Codes in use range from 1976, 2001, 2007 and 2012
- Many are antiquated and no longer relevant to ES
Division of labor changed in 2014 redefining tasks for EQ and Environmental Health (EH). Although tasks were redelegated, the codes did not change.
Discussions points
11/27/18 Work Session

- Outdated code creates the following issues with the State Arizona Administrative Code (AAC):
  - Conflicts between ES code and AAC
  - AAC is more restrictive in some areas and less strict in other areas than the ES code,
  - Enforcing conflicting rules and regulations is challenging
  - New codes have been delegated to the County to enforce but have not been adopted into local code for seamless enforcement processes
At the Nov. 27th, 2018 Work Session, the BOS reviewed the following:

- The clean-up of Environmental Services Code, Chapters 1 & 2, which provides foundational authority to all other Chapters of the ES Code
Revision of Chapter 1

Chapter 1 of the ES Code - General Provisions

Definitions of terms used through all the ES Code

Delegated Authority

Purpose and adoption

Amendments

Duties

Penalty

Constitutionality or Validity
Chapter 2 of the ES Code - Rules, regulations for permits, licenses, certificates, enforcement and other requirements

Permits, licenses & certificates

Fees

Enforcement

Regulatory Bill of Rights
The Board advised the following:

Maintain a delegation agreement with ADHS

 Adopt AAC’s as County codes

Maintain local health codes to address local issues, and provide additional control over enforcement, licensing and fees
Why are we here today?

To continue the revisions of the Environmental Services Code including:

- Repeal of Chapters 6, 12 & 16
- Adopt Bottled Water, AAC Title 9, Chapter 8, Article 2 (Chapter 21, new)
- Adopt Children’s Camps, AAC Title 9, Chapter 8, Article 4 (Chapter 22, new)
Why are we here today?

Repeal of Chapters
- Chapter 6 – Public Restrooms
  - Determining the minimum requirement for public restrooms is a function of the Building Officials
Why are we here today?

Repeal of Chapters

- Chapter 12 – Air Pollution Control;
  - Air Quality was transitioned to the Arizona Department of Environmental Quality in 1987 and maintains authority for Air Quality in Coconino County.
Why are we here today?

Repeal of Chapters

- Chapter 16 – Subdivisions
  - Community Development is currently performing approval of subdivisions
- A revised Subdivision Code has been adopted by Community Development
Adoption of new Health Codes:

The 2017 Delegation Agreement from the Arizona Department of Health Services assigned two new areas of responsibility to Coconino County. Health recommends adopting the AAC’s as new County health codes.

Why are we here today?
Why are we here today?

- Chapter 21, (new) - Bottled Water, AAC Title 9, Chapter 8, Article 2 (6/20/17)
- License and inspect bottle water facilities
  - Ensure a facility that processes and sells bottled water shall have an approved water source.
Why are we here today?

- Chapter 22, (new) - Children’s Camps, AAC Title 9, Chapter 8, Article 4 (6/20/17)
- License and inspect children’s camps
  - Accommodations
  - Food
  - Pools
  - Safety
### Timeline:

<table>
<thead>
<tr>
<th>Date</th>
<th>Duration</th>
<th>Description</th>
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<tbody>
<tr>
<td>Aug 6 – 60 min</td>
<td></td>
<td>Discussion regarding adoption of AAC codes into EH code for sections 7, 10, 17 with local additions</td>
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<tr>
<td>Sept 10 – 60 min</td>
<td></td>
<td>Discussion regarding the repeal of sections 5, 18, 19 from EH code and the adoptions of the latter by Environmental Quality (EQ). Discussion regarding the division of EH code section 4 between EH and EQ.</td>
</tr>
<tr>
<td>Sept 24 – 60 min</td>
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<td>Discussion of edits to EH code sections 9 &amp; 14</td>
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<tr>
<td>Oct 15 – 90 min</td>
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<td>Discussion of edits to EH code sections 13 &amp; 15</td>
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<tr>
<td>Nov 19 – 60 min</td>
<td></td>
<td>EH code Section 8 – Food codes: Discussion on Grading establishments based on inspection findings, enforcement, temporary events and stakeholder meetings</td>
</tr>
<tr>
<td>Dec 17 – 60 min</td>
<td></td>
<td>Discussion about integrating section 3 into section 1&amp;2 as well as language from sections 11 &amp; 20 – remove repeat language in sections 11 &amp; 20 of EH code</td>
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<tr>
<td>Jan 2020 – 90 min</td>
<td></td>
<td>All final EH code revisions for adoption by the board</td>
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Next Steps

Follow recommendations from the Board

Schedule future work sessions

Schedule stakeholder meetings

Schedule code revisions for board approval
Questions?
REPEAL
Regulating the design, construction, management, and operation of public restrooms and the issuance of permits, licenses and collection of fees is within building codes and therefore Community Development.

RULES AND REGULATIONS
FOR
RESTROOMS
CHAPTER 6

SEC.6-1——GENERAL
SEC.6-1-1——LEGAL AUTHORITY
— The regulations in this part are adopted pursuant to the authority granted by Section 36-184, Arizona Revised Statutes.

SEC.6-1——MINIMUM REQUIREMENTS
REG.6-2-1——TOILET FACILITIES
— All Toilet facilities which are made available for use of employees or patrons of an establishment or for the use of the general public shall comply with the following requirements:
— 1. The pressure and volume of water shall be sufficient to insure effective flushing of toilets and urinals.
— 2. Toilets and urinals shall be constructed of vitreous or other approved material, the surface of which is smooth, hard, impervious and not easily corrodible, shall be of rim-flush type and shall be properly vented and trapped. All joints shall be tight. The construction shall be such as to prevent back-siphonage of the toilet or urinal contents and to provide ample flushing action to insure cleanliness. All toilets and urinals shall be kept clean and in good repair.
— 3. All toilets and urinals shall be located in well-lighted and well-ventilated rooms and shall be conveniently accessible to approved handwashing facilities. All toilet rooms shall be kept clean and in good repair.

REG.6-2-2——HAND-WASHING FACILITIES
— Hand-washing facilities shall comply with the following requirements:
— 1. Lavatories shall be composed of vitreous china or other approved material, the surface of which is smooth, hard, impervious and not readily corrodible. Taps connected with said lavatories shall be so installed as to discharge at least one inch above the lavatory rim.
— 2. The water supply used in connection with a lavatory shall comply with the requirements of this Code for public water supplies. Water pressure shall not be less than 20 pounds per square inch.
— 3. Soap, in a suitable dispensing container, and single-service paper towels or some other approved means of hand-drying shall be provided.

REG.6-2-3——ENFORCEMENT
— A person violating any provision of this Regulation is guilty of a Class 3 misdemeanor.
REPEAL
Air pollution control falls under the jurisdiction of Environmental Quality since 1987.

RULES AND REGULATIONS
FOR
AIR-POLLUTION CONTROL
Chapter 12

Adoption of A.C.R.R. R9-3, Article 1 through 9 and 11.
REPEAL

(Regulating the design, construction, management, and operation of subdivisions and the issuance of permits, licenses and collection of fees is a function of Community Development)

RULES AND REGULATIONS

FOR

SUBDIVISIONS

Chapter 16

SEC. 16-1 GENERAL

REG. 16-1-1 LEGAL AUTHORITY

The regulations in this part are adopted pursuant to authority granted by Section 36-184, A.R.S.

REG. 16-1-2 DEFINITIONS

2. Approved or Approval means approved in writing by the Department.
3. Condominium means a subdivision established as a horizontal property regime pursuant to A.R.S. 33-551 et. seq.
4. Department means the Arizona Department of Health Services or its designated representative.
5. Garbage means putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.
6. Refuse means all putrescible and nonputrescible solid wastes (except body wastes), including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles and solid market and industrial wastes.
7. Subdivision has the meaning defined in A.R.S. 32-2101

REG. 16-1-3 APPROVAL OF PLANS REQUIRED

A. No subdivision or portion thereof shall be sold, offered for sale, leased or rented by any corporation, company or person or offered to the public in any manner, and no permanent building shall be erected thereon until plans and specifications for the water supply, sewage disposal and method of garbage disposal to be provided in or to serve such subdivision shall have been submitted to and approved by the Department.

B. The plans of any proposed water supply and sewage disposal system shall be submitted in quadruplicate on a plat of the subdivision as needed, or as well be recorded, in the office of the county recorder.

REG. 16-1-4 APPLICATION FOR APPROVAL

A. An Application for Approval, prepared in duplicate on forms furnished by the Department, shall be filed at the time the plans are submitted for approval. The form shall be completely filled out unless indicated otherwise.

B. The distance to the nearest public water supply main and to a sewer main of a municipal or community system shall be given.

REG. 16-1-5 SIZE OF LOTS

The minimum size lot approved by the Department will be governed largely by the area necessary for the safe accommodation of individual wells and/or sewage disposal systems. Where both the water supply and sewage disposal system must be developed on the same lot, the minimum size shall be at least one acre, excluding streets, alleys and other rights of way.
Where water from a central system is provided for residential uses, the lot shall be sufficient to accommodate the sewage disposal system and provide for at least 100 percent expansion of the system based on a four-bedroom house within the bounds of the property allowing a minimum of five (5) feet distance to the property lines. Where lots are zoned for commercial uses the lot shall be sufficient to accommodate the sewage disposal system and provide for at least 100 percent expansion of the system within the bounds of the property allowing a minimum of five (5) feet distance to the property lines.

**REG.16-1-6 RESPONSIBILITY OF SUBDIVIDER**

Where plans for a subdivision include a public water supply system, or public sewerage system, it shall be the responsibility of the subdivider to provide the facilities to each lot in the subdivision prior to human occupancy. The installation of such facilities shall be in accordance with plans, or any revisions thereof, approved by the Department.

**SEC.16-2 SANITARY FACILITIES**

**REG.16-2-1 PUBLIC WATER SUPPLY**

A. Where water from an approved public water supply is proposed for use in a subdivision, the inside diameter, length and location of all proposed and existing water mains and valves necessary to serve each and every lot shall be shown on the subdivision plat. If the existing main to which a connection will be made is not immediately adjacent to the property, the directions and distance shall be indicated on the plat by an arrow or other suitable means.

B. A letter shall be obtained and submitted with the application for approval of the subdivision, from responsible officials of the water system indicating that an agreement has been reached to supply water to each individual lot in the subdivision.

C. Where the owner of a subdivision or other interested person, firm, company or corporation proposes to develop a source of supply to construct a distribution system to furnish water to the subdivision, either free or for charge, complete details of the proposed water system including plans and specifications shall be furnished. Department approval of the supply and proposed system must first be obtained fore an approval for the sale of lots will be granted. The installation of such facilities shall be in accordance with the plans, and any revisions thereof, approved by the Department.

D. Proposed water supply and distribution systems shall comply with Article 2 of A.C.R.R., except those distribution lines which are a common element of a condominium are exempt from A.C.R.R. R9 8-234.

**REG.16-2-2 PUBLIC SEWERAGE SYSTEMS**

A. Where a public sewerage system is already in existence, or if sewers are proposed and have been approved by the Department, it will only be necessary to show lines indicating the approximate location and size of the sewers on the subdivision plat.

B. Where the proposed sewers will connect to an existing public sewerage system, a letter from officials of the system will be required stating that acceptable plans have been submitted and that the subdivider has been granted permission to connect to and become a part of the public sewerage system.

C. Proposed sewage disposal facilities shall comply with Article 3 of A.C.R.R., except those drain lines which are a common element of a condominium are exempt from A.C.R.R. R9-8-326.

**REG.16-2-3 INDIVIDUAL SEWAGE DISPOSAL SYSTEMS**
A. Recommendations are found in the Engineering Bulletins of the Department and such additional requirements as may be provided by local health departments to assist in approval regarding the design, installation and operation of individual sewage disposal systems. Copies of these Bulletins may be obtained from the Department.

B. Where soil conditions and terrain features or other conditions are such that individual sewage disposal systems cannot be expected to function satisfactorily or where groundwater or soil conditions are such that individual sewage disposal systems may cause pollution of groundwater, they are prohibited.

C. Where such installations may create an unsanitary condition or public health nuisance, individual sewage disposal systems are prohibited.

D. The use of cesspools is prohibited.

E. Where an individual sewage disposal system is proposed, the following conditions shall be satisfied:

1. A geological report shall be made by an engineer, geologist or other qualified person. The geological report shall include results from percolation tests and boring logs obtained at locations designated by the County Health Departments. There shall be a minimum of one percolation test and boring log per acre, or one percolation test and boring log per lot where lots are larger than one acre, except when it can be shown by submission of other reliable data that soil conditions are such that individual disposal systems could reasonably be expected to function properly on each lot in the proposed subdivision. The Department may require additional tests when it deems necessary. The approval of a subdivision, based upon such reports, shall not extend to the plat if it is further subdivided or lot lines are substantially relocated.

2. Results of all tests shall be submitted to the Department and the local health department for review and approval of the subdivision for the use of individual sewage disposal systems.

3. Such approval must be obtained in writing from the local health department and a copy of the approval shall be submitted to the Department with the subdivision application for approval.

REG.16-2-4 REFUSE DISPOSAL

A. The storage, collection, transportation and disposal of refuse and other objectionable wastes shall be governed by Chapter 4 of these regulations.

B. Where an approved community or private refuse collection service is available, arrangements shall be made to have this service furnished to the subdivision. A letter, from the community or private collection company stating that the collection service will be made available to the subdivision is required.

C. Where refuse collection service is not available, it will be the responsibility of the subdivider to notify each purchaser or tenant that the hauling of all refuse is an individual responsibility and that all refuse must be properly stored pending removal and disposed of at disposal areas specified in the plan approved by the Department.

D. Where a collection service or an existing approved disposal area is not available to the subdivision, a plan approval will not be granted unless a separate disposal area is provided by the subdivider or arrangements are made to utilize a new, conveniently located disposal area. Such arrangements shall include, but not be limited to, the written permission of the person responsible for the operation of the new site.

REG.16-2-5 CONDOMINIUMS
A. New water distribution lines and new wastewater drain lines which are to be used as a common element of a condominium and are not under the ownership and control of a public utility shall be constructed in accordance with applicable provisions of the Uniform Plumbing Code adopted by reference in A.C.R.R. R9 1-412.D, including the minimum standards for construction contained therein.

B. Plans to be submitted shall include inside diameter, length and location of all proposed and existing common usage water distribution lines and inside diameter, length, slope and location of all proposed and existing common usage wastewater drain lines necessary to serve each and every unit. Plans and specifications should be submitted with sufficient detail to indicate compliance with Subsection A., above.

C. Appropriate sections of the covenants shall be submitted that indicate adequate provisions have been made for the maintenance of water distribution lines and wastewater drain lines in common usage.

D. Approval of existing housing to be converted to condominiums is conditioned upon the water distribution system and wastewater drainage system being:

   1. Approved in writing at the time of original construction by the local building inspection authority, or
   2. Currently operating under a permit issued by a local building inspection authority, or
   3. Certified to be adequate by an Arizona registered professional engineer who has affixed his signature and seal to as-built plans submitted for approval.
Proposed CCPHSD Bottled Water Code, Chapter 21

- CCPHSD currently does not have a local code for Bottled Water.
- Arizona Administrative Code (A.A.C.) Title 9, Chapter 8, Article 2 was Delegated to Coconino County to enforce in 2017.
- As of June 2017, CCPHSD has 1 Bottled Water establishment licensed.
- SEE PAGE 2 FOR A DRAFT OF THE BOTTLE WATER CODE
DRAFT

COCONINO COUNTY PUBLIC HEALTH SERVICES DISTRICT

ENVIRONMENTAL SERVICES CODE

CHAPTER 21

BOTTLED WATER

REGULATION 1. BOTTLED WATER

a. Title 9, Chapter 8, Sections 201 through 209 of the Arizona Administrative Code ("A.A.C."), including all revisions, technical corrections, and supplements published as of August 6, 1990 are hereby adopted as the Environmental Services Code, Chapter 21, Bottled Water for Coconino County; to regulate the design, construction, management, and operation of bottled water facilities and the issuance of permits, licenses and collection of fees therefore, subject to the insertions and changes set forth in Regulation 2 below.

b. The A.A.C. rules adopted by reference in Subsection a. includes future editions or amendments.

Copies of the above-described A.A.C. rules, adopted by reference herein, are available from the Arizona Secretary of State.

REGULATION 2. INSERTIONS AND CHANGES

a. For the purpose of this code, references to “Department” in Title 9, Chapter 8, means the Coconino County Public Health Services District, Environmental Health Services.

b. Regulations contained in Chapter 1 and 2 of the Environmental Services Code also pertain to Chapter 21, Bottled Water.

c. Additional Regulations: N/A

5.17.19
ARTICLE 2. BOTTLED WATER

R9-8-201. Definitions
In this Article, unless the context otherwise requires:
1. “Applicant” has the same meaning as in R9-8-101.
2. “Aquifer” means a layer of underground sand, gravel or porous rock where water collects.
3. “Artesian well” means a drilled well that accesses an aquifer with a water level that stands above the bottom of the confining bed of the aquifer.
5. “Bottled water plant” means a food establishment that processes and sells bottled water.
7. “Confining bed” means a layer of ground that resists water penetration.
8. “Department” means the Arizona Department of Health Services.
9. “Drilled well” means a hole bored into the ground to reach underground water.
10. “Food establishment” has the same meaning as in A.A.C. Title 9, Chapter 8, Article 1.
11. “Licensed laboratory” means a laboratory licensed by the Department under A.R.S. Title 36, Chapter 4.3, Article 1.
12. “Plant operator” means an individual designated by the applicant to operate a specific bottled water plant.
14. “Public water system” has the same meaning as in A.A.C. R18-4-101.
15. “Source” means an artesian well, drilled well, public water system, or spring.
16. “Source water” means water from an artesian well, drilled well, public water system, or spring.

A food establishment that processes and sells bottled water in Arizona shall use a source approved by the Department.

Historical Note
Adopted effective August 6, 1990 (Supp. 90-3). Section repealed; new Section made by final rulemaking at 10 A.A.R. 4178, effective November 23, 2004 (Supp. 04-3). Section R9-8-203(B) corrected to include the incorporated by reference material date (Supp. 07-2).
R9-8-202. General Requirements

A. An applicant shall complete and submit to the Department, an application for an approval of a source on a form provided by the Department that includes:
1. The name, mailing address, and telephone number of the applicant;
2. The name, street address, and telephone number of the bottled water plant;
3. The location of the source used at the bottled water plant;
4. The applicant’s signature; and
5. The date the application is signed.
B. With the completed application, an applicant shall include test results from a licensed laboratory that has tested the bottled water according to the quality requirements for bottled water in 21 CFR 165.110(b) (2003), incorporated by reference, on file with the Department, including no future editions or amendments, and available at http://www.gpoaccess.gov/cfr/index.html and from U.S. Government Printing Office, 732 N. Capitol Street, N.W. Washington, D.C. 20401.
C. An applicant shall comply with subsections (A) and (B) for each source used at the bottled water plant.

Historical Note
Adopted effective August 6, 1990 (Supp. 90-3). Section repealed; new Section made by final rulemaking at 10 A.A.R. 4178, effective November 23, 2004 (Supp. 04-3). Section R9-8-203(B) corrected to include the incorporated by reference material date (Supp. 07-2).

R9-8-204. Time-frames
A. The overall time-frame described in A.R.S. § 41-1072 for the Department to act on an application for an approval of a source is 60 days. The applicant and the Department may agree in writing to extend the substantive review time-frame and the overall time-frame by no more than 25% of the overall time-frame.
B. The administrative completeness review time-frame described in A.R.S. § 41-1072 for an application for an approval of a source is 30 days and begins on the date the application is received. 1. The Department shall mail notice of administrative completeness or deficiencies to the applicant within the administrative completeness review time-frame.
   a. A notice of deficiencies shall list each deficiency and the information and documentation needed to complete the application.
   b. If the Department issues a notice of deficiencies within the administrative completeness review time-frame, the administrative completeness review time-frame and the overall time-frame are suspended from the date that the notice is issued until the date the Department receives the missing information from the applicant.
   c. If the applicant fails to submit to the Department all the information and documents listed in the notice of deficiencies within 60 days of the date the Department mailed the notice of deficiencies, the Department
ARTICLE 2. BOTTLED WATER

deems the application for approval of a source withdrawn.
2. If the Department issues an approval of a source to the applicant during the administrative completeness review time-frame, the Department does not issue a separate written notice of administrative completeness.
C. The substantive review time-frame described in A.R.S. § 41-1072 is 30 days and begins on the date the notice of administrative completeness is mailed to the applicant.
1. The Department shall mail an approval of a source or a written notification of denial of approval to the applicant within the substantive review time-frame.
2. If the Department issues a comprehensive written request or supplemental request for information, the substantive review time-frame and the overall time-frame are suspended from the date the Department issues the request until the date the Department receives all of the information.
3. If the Department denies approval of a source, the Department shall send the applicant a written notice of disapproval that lists the reasons for disapproval and all other information required in A.R.S. § 41-1076.
D. If a time-frame's last day is on a Saturday, Sunday, or legal holiday, the Department considers the next business day as the time-frame's last day.

Historical Note
Adopted effective August 6, 1990 (Supp. 90-3). Section repealed; new Section made by final rulemaking at 10 A.A.R. 4178, effective November 23, 2004 (Supp. 04-3).
R9-8-205. Quality Testing Requirements
A. To maintain approval of its source, a plant operator shall have a licensed laboratory test the quality of the bottled water at the times stated in 21 CFR 129.80(g) (2003), incorporated by reference, on file with the Department, including no future editions or amendments, and available at http://www.gpoaccess.gov/cfr/index.html and from U.S. Government Printing Office, 732 N. Capitol Street, N.W. Washington, D.C. 20401.
B. A plant operator shall maintain records of the quality testing of the bottled water on the bottled water plant premises for two years from the date the bottled water is tested and ensure that the records are readily available for inspection by the Department.

Historical Note
Adopted effective August 6, 1990 (Supp. 90-3). Section repealed; new Section made by final rulemaking at 10 A.A.R. 4178, effective November 23, 2004 (Supp. 04-3).
R9-8-206. Labeling Requirements
In addition to the labeling requirements in 9 A.A.C. 8, Article 1, a plant operator shall ensure the bottled water processed and sold is labeled according to 21 CFR 129.80(e) (2003), incorporated by reference, on file with the Department, including no future editions or amendments, and available at http://www.gpoaccess.gov/cfr/index.html and from U.S. Government Printing Office, 732 N. Capitol Street, N.W. Washington, D.C. 20401.

Historical Note
Adopted effective August 6, 1990 (Supp. 90-3). Section repealed; new Section made by final rulemaking at 10 A.A.R. 4178, effective November 23, 2004 (Supp. 04-3). Section R9-8-206 corrected to include the incorporated by reference material date (Supp. 07-2).
R9-8-207. Repealed

Historical Note
Adopted effective August 6, 1990 (Supp. 90-3). Section repealed by final rulemaking at 10 A.A.R. 4178, effective November 23, 2004 (Supp. 04-3).
R9-8-208. Repealed

Historical Note
Adopted effective August 6, 1990 (Supp. 90-3). Section repealed by final rulemaking at 10 A.A.R. 4178, effective November 23, 2004 (Supp. 04-3).
R9-8-209. Repealed

Historical Note
Adopted effective August 6, 1990 (Supp. 90-3). Section repealed by final rulemaking at 10 A.A.R. 4178, effective November 23, 2004 (Supp. 04-3).
Proposed CCPHSD Children’s Camp Code, Chapter 22

- CCPHSD currently does not have a local code for Children’s Camps.
- Arizona Administrative Code (A.A.C.) Title 9, Chapter 8, Article 4 was Delegated to Coconino County to enforce in 2017.
- As of June 2017, CCPHSD has 2 Children’s Camp establishments licensed.
- SEE PAGE 2 FOR A DRAFT OF THE CHILDREN’S CAMP CODE
COCONINO COUNTY PUBLIC HEALTH SERVICES DISTRICT
ENVIRONMENTAL SERVICES CODE
CHAPTER 22
CHILDREN’S CAMPS

REGULATION 1. CHILDREN’S CAMPS

a. Title 9, Chapter 8, Sections 401 through 403 of the Arizona Administrative Code (A.A.C.), including all revisions, technical corrections, and supplements published as of August 9, 2002 are hereby adopted as the Environmental Services Code, Chapter 22, Children’s Camps for Coconino County; for regulating the design, construction, management, and operation of children’s camps and the issuance of permits, licenses and collection of fees therefore, subject to the insertion and changes set forth in Regulation 2 below.

b. The A.A.C. rules adopted by reference in Subsection a. includes future editions or amendments.

Copies of the above-described A.A.C. rules, adopted by reference herein, are available from the Arizona Secretary of State.

REGULATION 2 INSERTIONS AND CHANGES

a. For the purpose of this code, references to “Department” in Title 9, Chapter 8, means the Coconino County Public Health Services District, Environmental Health Services.

b. Regulations contained in Chapter 1 and 2 of the Environmental Services Code also pertain to Chapter 22, Children’s Camps.

c. Additional Regulations: N/A

5.17.19
ARTICLE 4. CHILDREN’S CAMPS

Article 4, consisting of Sections R9-8-401 through R9-8-403, made by final rulemaking at 8 A.A.R. 3716, effective August 9, 2002 (Supp. 02-3). See Title 18, Chapter 8, Article 5.

R9-8-401. Definitions
In this Article, unless otherwise requires:
1. “Applicant” means an individual requesting a license from the Department or a county to operate a children’s camp.
2. “Bathing place” has the same meaning as in 9 A.A.C. 8, Article 8.
3. “Camp director” means an individual who runs, maintains, or otherwise controls or directs the functions of a children’s camp.
4. “Children’s camp” has the same meaning as in A.R.S. § 8-551.
5. “County” means a governmental entity that has a delegation agreement with the Department as prescribed in A.R.S. § 8-568.
6. “Delegation agreement” has the same meaning as in A.R.S. § 41-1001.
8. “Food establishment” has the same meaning as in 9 A.A.C. 8, Article 1.

Historical Note
New Section made by final rulemaking at 8 A.A.R. 3716, effective August 9, 2002 (Supp. 02-3).

R9-8-402. Initial and Renewal License Application Process
A. An applicant shall submit a completed license application form in subsection (B) to:
1. The county in which the children’s camp is located, if the county has a delegation agreement with the Department under A.R.S. § 8-568; or
2. The Department, if there is no delegation agreement.
B. An applicant shall submit a completed license application form provided by the Department or a county that contains:
1. The name, mailing address, and telephone number of the children’s camp;
2. The county in which the children’s camp is located;
3. The name, telephone number, and mailing address of the applicant;
4. The name, telephone number, and if applicable, e-mail address of the camp director;
5. The dates of operation of the children’s camp;
6. The number of individuals the children’s camp can accommodate;
7. Whether there is a food establishment in the children’s camp;
8. Whether there is a bathing place in the children’s camp;
9. The potable water supply source at the children’s camp;
10. The type of sewage disposal system;
11. Whether the application;
12. The signature of the applicant.
C. With the completed license application, an applicant shall include a map that specifies the location of the children’s camp, and:
1. For an initial license:
   a. If applying to the Department, a fee of $100, or
   b. If applying to a county, a fee established according to A.R.S. § 8-553(B).
2. For a renewal license:
   a. If applying to the Department, a fee of $25 or
   b. If applying to a county, a fee established according to A.R.S. § 8-553(B).
D. The Department or a county begins reviewing applications on May 1 of each year.

Historical Note
New Section made by final rulemaking at 8 A.A.R. 3716, effective August 9, 2002 (Supp. 02-3).

R9-8-403. Time-frames
A. The overall time-frame described in A.R.S. § 41-1072 for an initial or a renewal license granted by the Department or county is 60 days. The applicant and the Department or a county may agree in writing to extend the substantive review time-frame and the overall time-frame. An extension of the substantive time-frame and the overall time-frame shall not exceed 25% of the overall time-frame.
B. The administrative completeness review time-frame described in A.R.S. § 41-1072 for an initial or a renewal license granted by the Department or a county is 30 days and begins on May 1 of each year or on the date the application is received if after May 1.
1. The Department or a county shall mail notice of administrative completeness or deficiencies to the applicant within the administrative completeness review timeframe.
   a. A notice of deficiencies shall list each deficiency and the information and documentation needed to complete the license application.
   b. If the Department or a county issues a notice of deficiencies within the administrative completeness review time-frame, the administrative completeness review time-frame and the overall time-frame are suspended from the date that the notice is issued until the date the Department or a county receives the missing information from the applicant.
   c. If the applicant fails to submit to the Department or a county all the information and documents listed in the notice of deficiencies within 60 days of the date the Department or county mailed the notice of deficiencies, the Department or county deems the license application withdrawn.
2. If the Department or a county issues a license to the applicant during the administrative completeness review timeframe, the Department or a county does not issue a separate written notice of administrative completeness.
C. The substantive review time-frame described in A.R.S. § 41-1072 is 30 days and begins on the date the notice of administrative completeness is mailed to the applicant.
1. The Department or a county shall mail a children’s camp license or a written notification of denial of the license application to the applicant within the substantive review time-frame.
2. As part of the substantive-review time-frame for a children’s camp license, the Department or a county may conduct an inspection of the children’s camp to determine whether the children’s camp has complied with the applicable requirements in subsection (C)(4) or (C)(5).
3. If the Department or a county issues a comprehensive written request or supplemental request for information,
ARTICLE 4. CHILDREN’S CAMPS

the substantive review time-frame and the overall
timeframe are suspended from the date the Department or a
county issues the request until the date the Department or
a county receives all of the information.
4. If an applicant applying to the Department meets all the
requirements under A.R.S. Title 8, Chapter 6, Article 1,
and these rules, the Department shall issue a license to the
applicant.
5. If an applicant applying to a county meets all the
requirements under A.R.S. Title 8, Chapter 6, Article 1,
these rules, and county requirements consistent with A.R.S.
Title 8, Chapter 6, Article 1, a county shall issue a license
to the applicant.
6. If the Department or a county disapproves a license
application, the Department or a county shall send the
applicant a written notice of disapproval setting forth the
reasons for disapproval and all other information required
in A.R.S. § 41-1076.
D. If a time-frame’s last day is on a Saturday, Sunday, or
legal holiday, the Department or a county considers the
next business day as the time-frame’s last day.
Historical Note
New Section made by final rulemaking at 8 A.A.R. 3716,
effective August 9, 2002 (Supp. 02-3).
# Environmental Services Code Revisions Timeline
## 2019-2020

<table>
<thead>
<tr>
<th>Date</th>
<th>Duration</th>
<th>Discussion Topic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aug 6 – 60 min</td>
<td></td>
<td>Discussion regarding adoption of AAC codes into EH code for sections 7, 10, 17 with local additions</td>
</tr>
<tr>
<td>Sept 10 – 60 minutes</td>
<td></td>
<td>Discussion regarding the repeal of sections 5, 18, 19 from EH code and the adoptions of the latter by Environmental Quality (EQ). Discussion regarding the division of EH code section 4 between EH and EQ.</td>
</tr>
<tr>
<td>Sept 24 – 60 minutes</td>
<td></td>
<td>Discussion of edits to EH code sections 9 &amp; 14</td>
</tr>
<tr>
<td>Oct 15 – 90 minutes</td>
<td></td>
<td>Discussion of edits to EH code sections 13 &amp; 15</td>
</tr>
<tr>
<td>Nov 19 – 60 minutes</td>
<td></td>
<td>EH code Section 8 – Food codes: Discussion on Grading establishments based on inspection findings, enforcement, temporary events and stakeholder meetings</td>
</tr>
<tr>
<td>Dec 17 – 60 minutes</td>
<td></td>
<td>Discussion about integrating section 3 into section 1&amp;2 as well as language from sections 11 &amp; 20 – remove repeat language in sections 11 &amp; 20 of EH code</td>
</tr>
<tr>
<td>Jan 2020 – 90 minutes</td>
<td></td>
<td>All final EH code revisions for adoption by the board</td>
</tr>
</tbody>
</table>
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Eric Peterson, Public Affairs Director

SUBJECT: Presentation and Discussion regarding the Economic Impact of Arizona's Rivers, Lakes, and Streams: How Water-Based Outdoor Recreation Contributes to Statewide and Local Economies.

BACKGROUND:

Haley Paul, the Policy Manager with the National Audubon Society- Audubon Arizona, will be presenting information on the economic impact of lakes, rivers and streams in Arizona. She plans to provide a brief introduction on what Audubon is and how they do work in Arizona. She plans to speak about the need for the study conducted, what outdoor recreation along water is, the method for the study and the results of the study.

PURPOSE OF THE PRESENTATION:

The purpose of the presentation is to get a better understanding of the economic impact that rivers, lakes, and streams have on the local economy.

ALTERNATIVES:

The Board may choose not to have the work session or to have it a different day.

FISCAL IMPACT:

The fiscal impact will be explained in the presentation.

ATTACHMENTS:

1 - Staff Report
2 - POWERPOINT
The Economic Impact of Arizona’s Rivers, Lakes, and Streams:
How water-based outdoor recreation contributes to statewide and local economies.

Haley Paul
Policy Manager | Audubon Arizona
But first…

- What is Audubon?
- How do we work in Arizona?
We protect birds and the places they need.

We are pragmatic and collaborative.

We know that to find solutions for birds we must also find solutions for people.
Who we are at National Audubon Society

Bipartisan
We are local, everywhere

Audubon’s network of chapters, nature centers, national and state staff, partners, and supporters are truly nation-wide.

8 local chapters in Arizona.

State office for National Audubon Society is Audubon Arizona, headquartered in Phoenix.
Appleton-Whittell Research Ranch
Nina Mason Pulliam Rio Salado Audubon Center
In Arizona, we:

- Engage around policy
- Educate youth K-12 and adults
- Conduct scientific research to inform conservation
In Arizona, we:

Collaborate with hunters, anglers, birders, brewers...

We all come together around water.

• Promote sound water policy that protects rivers and groundwater.

• Over 10,000 Arizonans part of our grassroots network.

• We want to collaborate with others who depend on water for their business--tourism economy, outfitters, local hotels, and more.
The need for this study

• **Situation:** We know water is important. It fuels our cities, industries, and agriculture. We would not be here without it.

  *However...*

• **Question:** How do we quantify the value of water *in* rivers, lakes, reservoirs, and streams?

• **Answer:** Evaluate the amount of economic activity associated with outdoor recreation along Arizona’s waterways.

• **WHY?** Because without water, much of the economic activity would cease (think fishing, boating).
Outdoor recreation along water is, what exactly?

Arizona Resident Participation by Activity

- Picnicking/Relaxing: 996,000
- Trail Sports: 684,000
- Fishing: 584,000
- Water Sports: 577,000
- Wildlife Watching: 571,000
- Camping: 563,000
- Bicycling: 353,000
- Hunting/Shooting: 166,000
- Snow Sports: 54,000
The need for this study… to be LOCAL

- **Question:** How do we quantify the economic contributions of local waterways for local communities?

- **Answer:** Evaluate the amount of economic activity associated with outdoor recreation along Arizona’s waterways **by every county in the state.**

- **LAKE POWELL ≠ LITTLE COLORADO RIVER**
Methods for this study

• Study conducted by economics research firm Southwick Associates
• 1,000 person representative survey of Arizona residents conducted in the Fall of 2018 helped identify WHERE in the state people recreate along water. The survey was used to identify what proportion of outdoor recreation participation and spending occurs on or along the water in 2018 and where this occurs within the state.
• The number of nonresidents who visit Arizona for outdoor recreation as well as the total spending attributable to outdoor recreation comes from a 2016 survey of outdoor recreation across all 50 states conducted by Southwick for the Outdoor Industry Association.
How do you quantify economic activity from outdoor recreation?

- Spending $
- Days of recreation participation and recreation type
- Expenditures across waterway recreation can include fuel, food, admission fees, guides, lodging, equipment purchases, supplies, permits, apparel accessories and other related expenses
- From these factors, IMPLAN model generates the multiplier effects and produces the economic output, GDP, wages, jobs, etc.
Results of the study—let’s cut to the chase

- Results include the economic contributions from outdoor recreation along water of both Arizona residents and out of state visitors.
- Participation numbers are only Arizona residents.
ARIZONA’S RIVERS, LAKES, AND STREAMS

generate

$13.5 BILLION

in economic output annually

audubon.org/AZRivers
ARIZONA’S RIVERS, LAKES, AND STREAMS

support

114,000

Arizona jobs

audubon.org/AZRivers
1.5 MILLION
Arizona residents participate annually in outdoor recreation along ARIZONA’S RIVERS, LAKES, AND STREAMS
audubon.org/AZRivers
BY THE NUMBERS

1.5 MILLION
ARIZONA PARTICIPANTS

$13.5 BILLION
ECONOMIC OUTPUT

$7.1 BILLION
CONTRIBUTION TO ARIZONA'S GDP

114,000
JOBS

$4.5 BILLION
HOUSEHOLD INCOME

$1.8 BILLION
TAX REVENUES

audubon.org/AZRivers
Local economic contributions of local waterways
COCONINO COUNTY

$2 Billion

dollars generated annually from recreation on or along rivers, lakes, and streams.

17,000 Jobs

in the state are supported by outdoor recreation along Coconino County’s waterways.

329,000

Arizona residents participate in outdoor recreation on or along waterways in Coconino County.

195,000

enjoy camping

183,000

enjoy trail sports

148,000

enjoy picnicking or relaxing
YAVAPAII COUNTY

$1 Billion

dollars generated annually from recreation on or along rivers, lakes, and streams.

9,400
Jobs

in the state are supported by outdoor recreation along Yavapai County’s waterways.

216,000
Arizona residents participate in outdoor recreation on or along waterways in Yavapai County.

134,000
enjoy trail sports

103,000
enjoy picnicking or relaxing

96,000
enjoy camping
Future collaboration

Keep in touch

We would love to continue the conversation.

• Please let us know if you have a use for this data, need more details, or need letters of support for grants related to tourism/marketing for outdoor recreation.

• If you would like a write up to include in newsletters.

• Or if you have other great ideas.
Stay in touch!

Haley Paul
Policy Manager, Audubon Arizona

602-468-6470 x 110
hpaul@audubon.org
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Mike Townsend, Finance Director

SUBJECT: Presentation and Discussion regarding the County budget process and timeline.

BACKGROUND:

The Board requested to have a work session to discuss the budget process and timeline and to be able to provide feedback and input about the process.

PURPOSE OF THE PRESENTATION:

To gather feedback regarding the County budget process and timeline.

ALTERNATIVES:

The Board may choose not to discuss this item.

FISCAL IMPACT:

There is no fiscal impact with this work session.

ATTACHMENTS:

1 - Staff Report
2 - POWERPOINT
3 - BUDGET TIMELINE
4 - BOS BUDGET MEETINGS
5 - HR DOC
Feedback on the FY2020 Budget Process & Proposed Budget Process for FY2021

Board of Supervisors
June 4, 2019
10-year Financial Planning

- Understand revenues
- Deliberative cost decisions
- Prudent reserves
  - Emergency contingency
  - Revenue smoothing

“We don’t want the decisions we make today to put us in a worse position in the future.” Steve Peru
# Coconino County YTD Actuals

## LOCAL SALES TAX

<table>
<thead>
<tr>
<th></th>
<th>FY18</th>
<th>FY19 Actuals</th>
<th>Actual Year Over Year Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>$1,600,939</td>
<td>$1,508,513</td>
<td>-5.77%</td>
</tr>
<tr>
<td>August</td>
<td>$1,478,854</td>
<td>$1,483,128</td>
<td>1.29%</td>
</tr>
<tr>
<td>September</td>
<td>$1,464,256</td>
<td>$1,513,027</td>
<td>0.48%</td>
</tr>
<tr>
<td>October</td>
<td>$1,505,734</td>
<td>$1,513,027</td>
<td>0.48%</td>
</tr>
<tr>
<td>November</td>
<td>$1,426,519</td>
<td>$1,397,961</td>
<td>-2.00%</td>
</tr>
<tr>
<td>December</td>
<td>$1,202,659</td>
<td>$1,198,035</td>
<td>-0.38%</td>
</tr>
<tr>
<td>January</td>
<td>$1,359,403</td>
<td>$1,333,388</td>
<td>-1.91%</td>
</tr>
<tr>
<td>February</td>
<td>$1,024,975</td>
<td>$1,069,911</td>
<td>4.38%</td>
</tr>
<tr>
<td>March</td>
<td>$1,051,055</td>
<td>$1,007,324</td>
<td>-4.16%</td>
</tr>
<tr>
<td>April</td>
<td>$1,377,275</td>
<td>$1,336,215</td>
<td>-2.98%</td>
</tr>
<tr>
<td>May</td>
<td>$1,348,764</td>
<td></td>
<td></td>
</tr>
<tr>
<td>June</td>
<td>$1,478,051</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12-month</td>
<td>$16,318,484</td>
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</tr>
</tbody>
</table>

## STATE SHARED SALES TAX

<table>
<thead>
<tr>
<th></th>
<th>FY18</th>
<th>FY19 Actuals</th>
<th>Actual Growth Year over Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>$1,973,226</td>
<td>$2,139,257</td>
<td>8.41%</td>
</tr>
<tr>
<td>August</td>
<td>$1,986,439</td>
<td>$2,059,145</td>
<td>3.66%</td>
</tr>
<tr>
<td>September</td>
<td>$2,032,122</td>
<td>$2,078,595</td>
<td>2.29%</td>
</tr>
<tr>
<td>October</td>
<td>$1,960,197</td>
<td>$2,011,437</td>
<td>2.61%</td>
</tr>
<tr>
<td>November</td>
<td>$1,801,543</td>
<td>$1,891,206</td>
<td>4.98%</td>
</tr>
<tr>
<td>December</td>
<td>$2,077,899</td>
<td>$2,130,274</td>
<td>2.52%</td>
</tr>
<tr>
<td>January</td>
<td>$1,650,543</td>
<td>$1,736,415</td>
<td>5.20%</td>
</tr>
<tr>
<td>February</td>
<td>$1,688,542</td>
<td>$1,668,669</td>
<td>1.18%</td>
</tr>
<tr>
<td>March</td>
<td>$2,123,146</td>
<td>$2,158,283</td>
<td>1.65%</td>
</tr>
<tr>
<td>April</td>
<td>$1,969,426</td>
<td></td>
<td></td>
</tr>
<tr>
<td>May</td>
<td>$2,101,251</td>
<td></td>
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<tr>
<td>June</td>
<td>$2,115,896</td>
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</tr>
<tr>
<td>12-month</td>
<td>$23,480,230</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FY21 Budget Timeline (separate document)

- FY2019 Year-end actuals
  - August/September 2019

- Budget Prioritization Workshops to Direct FY2021
  - September initial discussion, January follow-up
  - The Strategic Planning Process is anticipated to guide future Board budget priorities.
  - Given the timing, outcomes of the Strategic Plan are not anticipated in time to guide the FY2021 budget process.
Performance Measures

- Staff will work with departments on basic measures for the FY20 budget document.

- The plan is to align future measures with the strategic planning process.
Review Special Revenue Funds

- Similar to the user fee process.
- Plan sessions for every other year or every third year for each department to review revenue, expenditure and fund balance trends
- Appropriate uses of each fund
- Begin with Justice System departments in FY2020
County Partner Conversations

- Continuing policy discussions on County Partner funding relationship to the Strategic Planning Process.
- In future budget cycles align desired outcomes and funding of collaborative partnerships.
- Also, gather information on leveraging other funding sources and total organizational budgets.
- Possible use of RIVs technology instead of formal meetings to tell their story.
Budget Financial Materials

- The layout of financial materials are recommended to be modified to include 3 years of actuals plus current year estimates and proposed budgets.
- This will provide improved information by establishing an actual trend of funds.

Other Budget Materials

- Discussion of possible changes to the current departmental materials.

- See attached Human Resources materials as an example.
FY2020 Work Session List

- A separate document is included in this packet.
- This list is available for Board review, comment and edits.
The budget process is a year-long conversation.

We are still planning for recessionary revenues in the current cycle for the next couple years.

Revenue Smoothing and Emergency Reserve are in place.
## DRAFT FY21 Budget Timeline

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuesday, June 4th</td>
<td>FY20 Tentative Budget Adoption/TNT Hearing</td>
</tr>
<tr>
<td>Tuesday, June 25th</td>
<td>FY20 Final Budget Adoption</td>
</tr>
<tr>
<td>Tuesday, August 6th</td>
<td>Tax Rate Adoption</td>
</tr>
<tr>
<td>July</td>
<td>First quarterly check-in between Budget Staff and Departments</td>
</tr>
<tr>
<td>August/September</td>
<td>First Board Budget Update, detailing FY19 year-end revenue and expenditures</td>
</tr>
<tr>
<td>August through December</td>
<td>Departmental Budget Training: Carryovers, Revenue Forecasting, Expenditure Estimates, FTE List Edits, Base Budgets, SIRs, Use of Salary Savings</td>
</tr>
<tr>
<td>August through April</td>
<td>Monthly Board updates on revenues and expenditures vs. budget</td>
</tr>
<tr>
<td>September</td>
<td>Board Budget Prioritization Workshop</td>
</tr>
<tr>
<td>September</td>
<td>EO/LT Team Meeting focusing on Board budget priorities</td>
</tr>
<tr>
<td>October</td>
<td>FY20 GFOA Budget Document Due</td>
</tr>
<tr>
<td>October/November</td>
<td>First Quarter Board Budget Update</td>
</tr>
<tr>
<td>November</td>
<td>Second quarterly check-in between Budget Staff and Departments (focus on SIRs)</td>
</tr>
<tr>
<td>Monday January 6th</td>
<td>Budget Kickoff (much softer, maybe just email?)</td>
</tr>
<tr>
<td>Early January</td>
<td>Board Budget Priority Review</td>
</tr>
<tr>
<td>January</td>
<td>2nd EO/LT Team Meeting focusing on Board's budget priorities</td>
</tr>
<tr>
<td>Late January</td>
<td>SIR Review Meetings with Budget and Departments</td>
</tr>
<tr>
<td>Friday January 24th</td>
<td>FTE Lists Due from Departments</td>
</tr>
<tr>
<td>Friday January 31st</td>
<td>FY20 Estimates Due</td>
</tr>
<tr>
<td>Friday January 31st</td>
<td>FY21 Base Budgets Due</td>
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<tr>
<td>Friday January 31st</td>
<td>FY21 Temp/OT Wages Due</td>
</tr>
<tr>
<td>Early February</td>
<td>Second Quarter Board Budget Update</td>
</tr>
</tbody>
</table>
DRAFT FY21 Budget Timeline

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>Friday February 14th</td>
<td>Service Improvement Requests Due</td>
</tr>
<tr>
<td>Friday February 14th</td>
<td>Emerging Trends &amp; Issues Due</td>
</tr>
<tr>
<td>Friday February 14th</td>
<td>Opportunities &amp; Challenges Due</td>
</tr>
<tr>
<td>Friday February 28th</td>
<td>Carryover Requests Due</td>
</tr>
<tr>
<td>Friday February 28th</td>
<td>Unawarded Grant Requests Due</td>
</tr>
<tr>
<td>Friday February 28th</td>
<td>Annual Work Plans Due</td>
</tr>
<tr>
<td>Friday March 13th</td>
<td>County Manager Meeting Materials Due to CM Exec Team</td>
</tr>
<tr>
<td>March 23rd through April 3rd</td>
<td>County Manager Meetings</td>
</tr>
<tr>
<td>April</td>
<td>Third Quarter Board Budget Update</td>
</tr>
<tr>
<td>Friday April 17th</td>
<td>BoS Meeting Materials Due to Board</td>
</tr>
<tr>
<td>April 27th through May 8th</td>
<td>Board of Supervisors Meetings</td>
</tr>
<tr>
<td>Tuesday, June 2nd</td>
<td>FY21 Tentative Budget Adoption/TNT Hearing</td>
</tr>
<tr>
<td>Tuesday, June 23rd</td>
<td>FY21 Final Budget Adoption</td>
</tr>
<tr>
<td>Tuesday, August 4th</td>
<td>Tax Rate Adoption</td>
</tr>
</tbody>
</table>

Other things to add:

- **Performance Measures**: Staff will work with departments on basic measures for the FY20 budget document with the plan to align future measures with the strategic planning process.

- **Special Revenue Fund reviews**: Plan sessions for every other year or every third year for each department to review revenue, expenditure and fund balance trends plus appropriate uses of each fund. Similar to the user fee process. Begin with Justice System departments in FY20.

- **County Partner Conversations**: Prior to the FY21 budget process, have policy discussions on County Partner funding relationship to the Strategic Planning Process to align desired outcomes and funding of collaborative partnerships. Also, gather information on leveraging other funding sources and total organizational budgets. Possible use of RIVS technology instead of formal meetings.

- **Financial Material changes**: The layout of financial materials are recommended to be modified to include 3 years of actuals plus current year estimates and proposed budgets. This will provide improved information by establishing an actual trend of funds.

- **Possible revisions to departmental materials**: Discussion of possible changes to the current departmental materials. See attached Human Resources materials as an example.
FY20 Board of Supervisors Budget Meetings

Potential Future Worksessions:

- Debrief with Finance regarding budget processes/meetings*
- Worksession on how dependency cases work, mechanically, between Legal Defender/Public Defender/Juvenile/Superior Court*
- Worksession on policy changes to Parental Leave Program*
- Worksession on eligibility changes to Deferred Compensation Program*
- Worksession on diversity councils
- Worksession on revenue and expenses of individual Parks and Recreation programs. (PPPs as well as in-house programs)
- Worksession with Community Development on code enforcement for tiny homes/sheds
- Worksession on potential re-use of Old Jail building
- Worksession on Public Works Facility Master Plan
- Worksession with IT regarding long-term strategy of large operational increases
- Larger worksession on Organizational Renewal
- Follow-up on Public Works' recruitment and retention plan and long-term fiscal effects
- Future presentation on PHSD's Community Health Assessment
- Future worksession regarding Juvenile's programs, and possible cost-neutral solutions
- Future update on Public Works' materials pit access
- Future worksession with partnerships for Flood Control watershed studies, etc.

*These worksessions have already been scheduled.
Human Resources (HR) is committed to delivering high quality, innovative human resource and risk management services to attract, develop, motivate, protect, and retain a diverse workforce. HR Vision Statement: Taking the organization to new levels of success through dynamic HR solutions.

<table>
<thead>
<tr>
<th>Program</th>
<th>SPA</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Benefits</td>
<td>O&amp;FH</td>
<td>Develops and delivers a comprehensive benefit plan including health, dental, vision, life, retirement plans and a variety of optional benefits to employees and retirees.</td>
</tr>
<tr>
<td>Employee and Organizational Development</td>
<td>O&amp;FH</td>
<td>Works to increase organizational effectiveness through development and training of employees and process improvement to strengthen the organization. Together the programs work to reduce turnover, create efficiencies, promote innovation and create a better overall working environment.</td>
</tr>
<tr>
<td>Employee Relations</td>
<td>O&amp;FH</td>
<td>Works with employees to establish and maintain working relationships that contribute to satisfaction, productivity, motivation, and morale. Identifies, prevents and resolves workplace situations to support a cohesive work environment within the organization's culture.</td>
</tr>
<tr>
<td>Personnel Administration</td>
<td>O&amp;FH</td>
<td>Performs HRIS administration, payroll and personnel processing, on-boarding, employment law and policy compliance while partnering with departments across the organization to provide seamless customer service.</td>
</tr>
<tr>
<td>Recruitment and Retention</td>
<td>O&amp;FH</td>
<td>Works to attract and retain a highly-qualified workforce that supports the County's services and appreciates the diverse cultures we serve. Provides a classification and compensation structure to promote effective hiring and appropriate compensation.</td>
</tr>
<tr>
<td>Risk Management and Safety</td>
<td>O&amp;FH</td>
<td>Procures, administers, develops, and coordinates safety and risk management services including loss control, safety training, workers' compensation, occupational safety, self-insured retention fund, claims processing, contract review and insurance.</td>
</tr>
</tbody>
</table>

Emerging Trends & Issues
1. Legislative changes including the changes to minimum wages, OSHA law and possible changes to the Affordable Care Act

Compensation
Minimum Wage State and local legislation resulting in higher minimum wages will continue impact temporary staff and paid interns, while closing the gap between temporary and regular status employee pay rates, and HR will continue to assess market data benchmarked positions.

HR will also continue to work with departments on creating career ladders and restructuring divisional functions and positions performing various duties.
Recent legislation now requires employers to provide mandated initial 12 Employee Assistance Program visits for peace officers as well as the additional 24 visits for those diagnosed with PTSD if deemed needed by a licensed mental health professional as outlined in ARS 38-673. The cost of such visits is outside of the scope of our Employee Assistance Program and with the requirement of a licensed mental health provider for these visits as currently defined, is more costly. In addition, there continues to be legislative pressure to increase the number of visits an employer must pay for from 24 to 36 following an initial 12 for peace officers under this same legislation.

2. Accessibility to Employee Training
Making learning opportunities increasingly accessible via the use of appropriate technology is a trend that will continue to drive HR services in this area. Providing online, on-demand learning content for employees, as well as for interns such as the participants in the revamped program SOAR with Coconino County Careers for Youth: Success, Opportunity And Readiness.

Utilizing available technology tools such as the Onboarding platform continues to set the trend towards an increased number of new hire forms and tasks being completed online. With this, including more information for new employees such as health insurance videos in the platform is another trend.

In addition to purchased third party vendor compliance training, HR is working to develop customized County-specific leadership training series, as well as policy-based trainings such as the Bermuda Triangle.

3. Paid Parental Leave
There is an emerging trend for a wider implementation of paid parental leave policies nationwide, including the potential for a federally mandated type of paid parental leave benefit. There are several public sector employers in Arizona that have already implemented a policy of this nature and in FY20 Coconino County will join this group of employers.

Opportunities & Challenges
1. Organizational Renewal
Building a culture of leadership, encouraging leadership at all levels and creating awareness of transformational leadership. The organizational renewal process would provide additional opportunities for all employees to embrace our mission to serve and focus on improving the quality of life in our communities with effective and impactful services. Additionally, this is an opportunity for the organization to demonstrate the value that is placed on employees and the importance of caring for our Team Members, who will in turn take good care of our Community Members.
Opportunities & Challenges (continued)

2. Diversity
Focus on investing in processes that honor people. Continue to grow diversity, equity and inclusion programs as a part of the culture shift necessary to address challenges in service delivery and creating opportunities for exponential growth and development of staff. Continuous improvement in the delivery of dynamic recruitment services, including quicker responses to candidates and more feedback through the recruitment process. Provide mobile application to attract the next generation of public servants is an opportunity to become even more competitive on the current job market.

3. Performance Management
Evaluating Performance Management Program as a part of the ongoing organizational renewal process represents a tremendous opportunity for addressing the way we deliver service and hold everyone in the organization accountable, while ensuring a robust pay incentive structure that motivates and retains high performers. Incorporating the principles of positive discipline, crucial conversations, empowering decision making at all levels will provide additional opportunities for a reimagined performance management process.

4. Technology
The Enterprise Resources Planning (ERP) implementation project continues to provide opportunities for long-term efficiencies, by not only eliminating multiple data entry, but also through better reporting and overall higher quality of customer service. Reducing the level of transactional work would provide more opportunities to focus on analytics, strategic priorities and innovative programs.

Additionally, the future of Affordable Care Act (ACA) is uncertain, and while HR continues to follow current developments with this federally mandated legislation, we are also beginning to test the ERP system with respect to identifying benefit eligibility for part time, variable and temporary employees under the ACA.

The ERP System implementation will also involve updated processes for Open Enrollment Management by allowing employees to use Employee Self Service to review and update their benefit elections. This may result in a shift from utilizing third party vendor services to utilizing our in-house technological capabilities with respect to benefits administration.

5. Insurance
Insurance carriers for Coconino County for all property/casualty coverages except workers’ compensation will be changing and these will be moved to the Arizona Counties Insurance Pool (ACIP). The self-insured retention for public entity liability will be reduced from $125,000 to $50,000 and the automobile physical damage deductible lowered from its present level of $25,000 to $1,500. While the change in insurance providers will not result in lower premiums, the reduction in self-insured retention and deductibles will likely yield lower expenditures for the County under our uninsured losses retention account.
## Financial Summary by Program

<table>
<thead>
<tr>
<th>Program Name</th>
<th>FY20 Program Revenue</th>
<th>FY20 General Fund Support</th>
<th>FY20 Use of Fund Balance</th>
<th>FY20 Program Budget</th>
<th>FY20 Net Indirect Support</th>
<th>FTE Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee and Organizational Development</td>
<td>$ -</td>
<td>$ 149,163</td>
<td>$ -</td>
<td>$ 149,163</td>
<td>-</td>
<td>1.00</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>$ -</td>
<td>$ 476,554</td>
<td>$ -</td>
<td>$ 476,554</td>
<td>-</td>
<td>2.50</td>
</tr>
<tr>
<td>Employee Relations</td>
<td>$ -</td>
<td>$ 131,339</td>
<td>$ -</td>
<td>$ 131,339</td>
<td>-</td>
<td>1.00</td>
</tr>
<tr>
<td>Personnel Administration</td>
<td>$ -</td>
<td>$ 793,313</td>
<td>$ -</td>
<td>$ 793,313</td>
<td>-</td>
<td>8.75</td>
</tr>
<tr>
<td>Recruitment and Retention</td>
<td>$ -</td>
<td>$ 299,371</td>
<td>$ -</td>
<td>$ 299,371</td>
<td>-</td>
<td>2.00</td>
</tr>
<tr>
<td>Risk Management and Safety</td>
<td>$ 3,500</td>
<td>$ 617,004</td>
<td>$ 140,500</td>
<td>$ 761,004</td>
<td>-</td>
<td>1.50</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 3,500</strong></td>
<td><strong>$ 2,466,744</strong></td>
<td><strong>$ 140,500</strong></td>
<td><strong>$ 2,610,744</strong></td>
<td><strong>$ -</strong></td>
<td><strong>16.75</strong></td>
</tr>
</tbody>
</table>

### Staffing Summary

<table>
<thead>
<tr>
<th>Staffing Summary</th>
<th>FY18</th>
<th>FY19</th>
<th>FY20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Specialist I</td>
<td>0.75</td>
<td>0.75</td>
<td>0.75</td>
</tr>
<tr>
<td>Assist. Director- Human Resources</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Director- Human Resources</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Diversity Officer</td>
<td>0.50</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Human Resources Analyst</td>
<td>4.00</td>
<td>4.00</td>
<td>4.00</td>
</tr>
<tr>
<td>Human Resources Manager</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
</tbody>
</table>
### Staffing Summary (continued)

<table>
<thead>
<tr>
<th>Position</th>
<th>FY18</th>
<th>FY19</th>
<th>FY20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Human Resources Specialist</td>
<td>1.00</td>
<td>2.00</td>
<td>2.00</td>
</tr>
<tr>
<td>Human Resources Technician</td>
<td>2.00</td>
<td>2.00</td>
<td>2.00</td>
</tr>
<tr>
<td>Payroll Operations Administrator</td>
<td>-</td>
<td>-</td>
<td>1.00</td>
</tr>
<tr>
<td>Payroll Specialist</td>
<td>-</td>
<td>-</td>
<td>1.00</td>
</tr>
<tr>
<td>Payroll Technician</td>
<td>-</td>
<td>-</td>
<td>1.00</td>
</tr>
<tr>
<td>Risk Manager</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td><strong>Total FTEs</strong></td>
<td>12.25</td>
<td>13.75</td>
<td>16.75</td>
</tr>
</tbody>
</table>

*Payroll staff moved from Finance

### Carryover Requests

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Summer session tuition assistance requests are not anticipated to be received until after July and August of 2019. We wish to carry over the funds that are dedicated to the Summer session and continue to assist employees currently benefiting from the Tuition Assistance Program.</td>
<td>$ 21,000</td>
</tr>
<tr>
<td>During the FY18 budget process a request was made from the Health District to provide a program that would identify, utilize and pay bilingual staff for their translation services. We wish to carry over the funds that are dedicated to the Translation/Bilingual Pay Program and work with departments to identify eligible staff to participate in the program as it is approved and rolled out in FY20.</td>
<td>32,565</td>
</tr>
<tr>
<td>In FY18 the Board of Supervisors approved and funded the 457 Deferred Compensation Employer Match Pilot Program. As we continue to educate and add employee participation in this program we wish to carry over the funds that are dedicated to the program and remain available to assist employees already enroll in the program and new employees as they are added to the program.</td>
<td>55,655</td>
</tr>
<tr>
<td>During FY19, it was determined that the Youth Leaders in Action Program would be transferred to Human Resources with the program continuing under the new name SOAR. Students will be engaged during the months of June and July.</td>
<td>32,424</td>
</tr>
</tbody>
</table>

### Unawarded Grant Requests

<table>
<thead>
<tr>
<th>Grant Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>
### FY19 Approved Service Improvement Requests

<table>
<thead>
<tr>
<th>Service Improvement</th>
<th>Recurring/One-Time</th>
<th>Budget Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00 FTE Human Resources Specialist</td>
<td>Recurring</td>
<td>$62,261</td>
<td>General Fund budget increase for a 1.00 FTE Human Resources Specialist</td>
</tr>
<tr>
<td>Professional Development and Training</td>
<td>One-Time/Recurring</td>
<td>$8,205</td>
<td>Professional Development and Training in support of ERP and diversity. $5,480 One-Time, $2,725 Recurring</td>
</tr>
<tr>
<td>Diversity and Inclusion</td>
<td>One-Time</td>
<td>$20,000</td>
<td>General Fund budget increase for Strategic Investment diversity and inclusion consulting.</td>
</tr>
</tbody>
</table>

### FY20 Service Improvement Request

<table>
<thead>
<tr>
<th>Service Improvement</th>
<th>Recurring/One-Time</th>
<th>Budget Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paid Parental Leave</td>
<td>One-Time</td>
<td>$25,000</td>
<td>General Fund budget increase to create a paid parental leave program to support regular-status employees in taking the time they need to bond with a child upon a birth, adoption or foster care. <em>Original request was $108,000 recurring</em></td>
</tr>
</tbody>
</table>
## Financial Statements - All Programs

### Revenues and Other Sources

<table>
<thead>
<tr>
<th></th>
<th>FY18 Budget</th>
<th>FY18 Actuals</th>
<th>FY19 Budget</th>
<th>FY19 Estimates</th>
<th>FY20 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charges for Services</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Investment Income</td>
<td>$ 5,000</td>
<td>$ 2,141</td>
<td>$ 3,500</td>
<td>$ 1,893</td>
<td>$ 3,500</td>
</tr>
<tr>
<td>Other</td>
<td>$ -</td>
<td>$ 2,691</td>
<td>$ -</td>
<td>$ 9,383</td>
<td>$ -</td>
</tr>
<tr>
<td>Use of (Increase In) Fund Balance</td>
<td>121,050</td>
<td>256,745</td>
<td>265,155</td>
<td>203,663</td>
<td>140,500</td>
</tr>
<tr>
<td>General Fund Support</td>
<td>1,672,299</td>
<td>1,714,945</td>
<td>2,176,119</td>
<td>1,917,932</td>
<td>2,466,744</td>
</tr>
<tr>
<td><strong>Total Funding Sources</strong></td>
<td>$ 1,798,349</td>
<td>$ 1,976,522</td>
<td>$ 2,444,774</td>
<td>$ 2,132,871</td>
<td>$ 2,610,744</td>
</tr>
</tbody>
</table>

### Expenditures and Other Uses

<table>
<thead>
<tr>
<th></th>
<th>FY18 Budget</th>
<th>FY18 Actuals</th>
<th>FY19 Budget</th>
<th>FY19 Estimates</th>
<th>FY20 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary/ERE</td>
<td>$ 1,021,902</td>
<td>$ 1,204,162</td>
<td>$ 1,354,321</td>
<td>$ 1,268,041</td>
<td>$ 1,651,249</td>
</tr>
<tr>
<td>Operations</td>
<td>$ 776,447</td>
<td>$ 772,360</td>
<td>$ 1,090,453</td>
<td>$ 864,831</td>
<td>$ 959,495</td>
</tr>
<tr>
<td><strong>Total Uses of Funds</strong></td>
<td>$ 1,798,349</td>
<td>$ 1,976,522</td>
<td>$ 2,444,774</td>
<td>$ 2,132,871</td>
<td>$ 2,610,744</td>
</tr>
</tbody>
</table>

### General Fund Support

<table>
<thead>
<tr>
<th></th>
<th>FY87 Budget</th>
<th>FY18 Budget</th>
<th>FY18 Actuals</th>
<th>FY19 Budget</th>
<th>FY19 Estimates</th>
<th>FY20 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Revenue</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Transfers in from Other Funds</td>
<td>-</td>
<td>-</td>
<td>$ -</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Program Expenditures</td>
<td>(1,672,299)</td>
<td>(1,714,945)</td>
<td>(2,010,800)</td>
<td>(1,752,613)</td>
<td>(2,213,089)</td>
<td>(2,213,089)</td>
</tr>
<tr>
<td>GF Transfers to Other Funds</td>
<td>-</td>
<td>-</td>
<td>(165,319)</td>
<td>(165,319)</td>
<td>(253,655)</td>
<td>(253,655)</td>
</tr>
<tr>
<td><strong>Total Direct Support</strong></td>
<td>$ (1,672,299)</td>
<td>(1,714,945)</td>
<td>(2,176,119)</td>
<td>(1,917,932)</td>
<td>(2,466,744)</td>
<td>(2,466,744)</td>
</tr>
</tbody>
</table>

### Total County Support

<table>
<thead>
<tr>
<th></th>
<th>FY18 Budget</th>
<th>FY18 Actuals</th>
<th>FY19 Budget</th>
<th>FY19 Estimates</th>
<th>FY20 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Indirect Support</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$ (1,672,299)</td>
<td>(1,714,945)</td>
<td>(2,176,119)</td>
<td>(1,917,932)</td>
<td>(2,466,744)</td>
</tr>
</tbody>
</table>
Type of Improvement: Enhanced Level of Service

Department: Human Resources

Improvement Name: Paid Parental Leave

Strategic Priority Area: Organizational and Fiscal Health

Annual Plan Alignment: Recruit and retain talented employees across the County

Description:
Create a paid parental leave program to support regular-status employees in taking the time they need to bond with a child upon a birth, adoption or foster care.

The number of weeks of paid leave and the details of the policy would be finalized with the Board of Supervisors should funds be allotted for the program.

Additional information regarding paid parental leave:
- Twelve percent of all American workers have a paid parental leave benefit through their employer.
- The City of Flagstaff implemented a paid parental leave policy on August 2018, where city employees are eligible for up to 160 hours (about one month) of paid parental leave paid at 100% of the employee’s hourly rate of pay.
- Pima County created a parental leave in 2016 granting 6 weeks of parental leave paid at 66 and two-thirds percent for employees who have been employed for twelve months. There is a payback provision should the employee fail to return to work following the leave.
- The University of Arizona and Arizona State University both have programs granting 6 weeks for employees who have been employed for twelve months. There is a payback provision in each program.

Human Resources recommends the following items for consideration in the policy:
- Eligibility to regular employees
- Parental leave would run concurrently with leave under the Family and Medical Leave Act.
- Employees would need to be employed continuously by the County for six (6) months prior to the birth, adoption or foster care of a child and commencement of the requested leave.
- If both parents are County employees who meet eligibility guidelines, each would be entitled to parental leave as designated by the policy.
- Recommend four weeks of leave at 100% of the employee’s regular rate of pay in effect at the time the leave commences to a maximum of $1,000 per week.

Number of New Positions or Reclassifications: None

Funding Requested: $108,000 Type: Recurring

Budget Information: Impacts various departments based on the eligibility and number of requests for leave.

Recommended Funding Source: General Fund
**Improvement Savings/Cost Forecast:** The funding request of $108,000 is based upon the following:

The following table contains the number of maternity and paternity leaves at Coconino County since FY11.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Maternity</th>
<th>Paternity</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY11</td>
<td>26</td>
<td>13</td>
</tr>
<tr>
<td>FY12</td>
<td>27</td>
<td>13</td>
</tr>
<tr>
<td>FY13</td>
<td>11</td>
<td>4</td>
</tr>
<tr>
<td>FY14</td>
<td>19</td>
<td>10</td>
</tr>
<tr>
<td>FY15</td>
<td>17</td>
<td>7</td>
</tr>
<tr>
<td>FY16</td>
<td>9</td>
<td>7</td>
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<tr>
<td>FY17</td>
<td>17</td>
<td>5</td>
</tr>
<tr>
<td>FY18</td>
<td>17</td>
<td>15</td>
</tr>
<tr>
<td>FY19 Est.</td>
<td>14</td>
<td>15</td>
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<tr>
<td><strong>Avg:</strong></td>
<td><strong>17.4</strong></td>
<td><strong>9.9</strong></td>
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Based on the average of 17.4 maternity leaves and 9.9 paternity leaves, we have estimated 27 leaves per, at a cap of $1,000 per week:

- 27 leaves at 1 week with $1,000 maximum = $27,000
- 27 leaves at 2 weeks with $1,000 maximum = $54,000
- 27 leaves at 3 weeks with $1,000 maximum = $81,000
- 27 leaves at 4 weeks with $1,000 maximum = $108,000
- 27 leaves at 5 weeks with $1,000 maximum = $135,000
- 27 leaves at 6 weeks with $1,000 maximum = $162,000

This estimate would vary based on the final policy which would outline the number of weeks given in policy, the percentage of benefit, the maximum benefit, eligibility, and payback provisions. Some programs include care giving for ill family members in addition to the birth, adoption or foster care of a child. Also, the actual number of leaves would vary from year to year.

**Evaluation Information:**

According to a September 2016 article by the Pew Research Center, “the U.S. is the only country among 41 nations that does not mandate any paid leave for new parents.” The article goes on to state, “in almost half of two-parent households, both parents now work full-time, and in 40% of all families with children, the mother is the sole or primary breadwinner.”

A paper published in March 2014, funded by the Department of Labor and found on the Department of Labor website, states, “of 186 countries examined in Heymann and McNeill’s (2013) analysis of the World Policy Analysis Centre Adult Labor Database, 96 percent provide some pay to women during maternity leave. The United States is the only high-income country, and one of only eight countries in the world (Heymann and McNeill 2013), that does not mandate paid leave for mothers of newborns. Nearly every member of the European Union (EU) provides at least 14 weeks of job-guaranteed paid maternity leave, during which workers receive at least two-thirds of their regular earnings (International Labor Organization 2010). Eighty-one countries extend paid leave to new fathers, through paternity leave (specific to fathers), through parental leave that can be taken by either parent, or through some combination of the two (Heymann and McNeill 2013). Sixty of these countries pay fathers at least 75 percent of their wages for at least part of the leave taken, yet only 37 provide fathers with the option of taking 14 weeks or more of paid time off (Heymann and McNeill 2013).” The article notes that paid maternity leave was recommended in a 1963 report of the President’s Commission on the Status
of Women, saying “paid maternity leave or comparable insurance benefits should be provided for women workers; employers, unions, and government should explore the best means of accomplishing this purpose.”

Approval of this request will bring a much needed program to Coconino County and showcase the need for such a program across the United States.

**Benefit of Improvement:**
Approving this request will provide paid parental leave for employees to bond with their children, reinforcing the family culture and values of the County organization.

**Impact if Improvement Not Implemented:** If funding for the new program is not approved, we will continue with our current policy of unpaid leave and use of employee accruals.

**Relevant Performance Measures:** Retention of employees following the birth or adoption of a child.

**Alternatives:** A smaller dollar amount could be approved, enabling fewer weeks for paid parental leave, or if this request is not approved, we will continue with our current policy of unpaid leave and use of employee accruals.
FY19 Accomplishments:

• Goal: To keep employees, and their confidential information, safe
  o Accomplishment in the area of safety: Implementation of Tyler Munis ERP HR Module on January 1, 2019 and moving property/casualty coverage to the Arizona Counties Insurance Pool (ACIP) effective July 1, 2019
  o Quote on Munis Self-Service: “I am impressed with the ease of changing direct deposit amounts in ESS [Employee Self Service]. I did it a couple of weeks ago and it was super easy and took effect on the next pay stub. Really cool stuff there.” - Tom Hanecak
  o Purpose of Change in Property/Casualty Coverage: ACIP offers lower deductibles at lower pricing with a rate guarantee for three years and presents an opportunity to reset our coverages, consistent with other Arizona counties, which will save the county money. Additionally, joining ACIP allows us to increasingly partner with other entities, working together for improved outcomes.

• Goal: To keep employees engaged and develop leadership at all levels
  o Accomplishment that contributes to this success: Completion of Innovation Academy and the first Coconino County Leadership Summit
  o Quote on Innovation Academy: “I thought the academy was a very good experience for bringing together a cross departmental team at the County. The curriculum was well thought out. I especially liked having different guest speakers during our sessions. I thought that perspective was valuable in understanding challenges of projects in many organizations.” - Eslir Musta
  o Quote on Leadership Summit: “I really enjoyed the Leadership Summit today!!!!!” - Tina Wells

• Goal: To value unique perspectives of employees
  o Accomplishment that contributes to this success: Continued expansion of Diversity Trainings including the monthly Heritage Series, engaging Diversity Consultant, Kelli McCloud-Schingen to begin a diversity assessment
  o Quote regarding the viewing of the movie Race at the Harkins Theater: “I absolutely love this experience! I was so honored to be in the presence of greatness...Mr. Owens four Olympic gold medals! I’m so happy his family allows people to experience holding them too. I also enjoyed watching the follow-up movie. It made me appreciate him even more. Thank you for this awesome opportunity.” - Jennifer Yazzie
  o Quote on A Small Story About the Sky Book Club for Hispanic Heritage Month: “I believe this program offers us the opportunity for self-exploration and personal growth, it is not a matter of using the knowledge as much as it is exercising the skills.” – Survey respondent
  o Quote on Her Land, Her Love Book Club for Native American Heritage Month: “Thank you for the opportunity to be the moderator for this book club. We all enjoy connecting with this book and comparing it to our own upbringing and the stories we have heard about ‘The Long Walk’. Our discussions are both informative and heart felt and it makes us feel great knowing we’re all connected as Native American women working for Coconino County. Because of this comradery we share, we’re wandering if it’s possible
to extend our book club for the rest of Dr. Parsons-Yazzie’s Her Land, Her Love series? I believe there are 3 more books after the initial one. We could meet twice a month.” – Jennifer Yazzie

○ Quote on It Worked for Me: In Life and Leadership Book Club for African American Heritage Month: “The County Book Club did a great job presenting It Worked for Me: In Life and Leadership. Through discussion, ‘homework’ assignments, and short videos we got an excellent snapshot of Colin Powell, his philosophy of leadership, and how we were already putting many of his ideas into practice in our own lives. I really enjoyed it.” -George Hamblin

○ Quote regarding the showing of the movie Coco at Public Works: “It was a good time, I was able to take the entire family” -Chase Kempf

• Goal: To keep employees healthy
  ○ Accomplishment that contributes to this success: Change in EAP Providers and introduction of Telemedicine
  ○ Quote on EAP: “I wanted to give you a positive report back from an employee who was seeking help last Friday and JB [Jorgenson Brooks] got her taken care of. They were timely, helpful and great! Thanks so much for making this [switch in EAP providers] possible.” -Anonymous supervisor
  ○ Quote on EAP: “It is my understanding that you have received a number of complaints on the [Deer Oaks] EAP provider services…I will not utilize this provider…I am further concerned because the EAP is an employee benefit our department recommends often; and I fear the negative impact Deer Oaks will have on employee comfort to utilize this type of resource for their wellbeing at work…I am glad to hear of the efforts you are making to try and address the concerns related to [the Deer Oaks] provider.” -Anonymous supervisor
  ○ Quote on Telemedicine: “I knew all I really needed was an antibiotic. At a point where even the idea of getting dressed and driving to Urgent Care on that Sunday morning seemed impossible to accomplish, the option to use the telemedicine hotline was a lifesaver. I downloaded BlueCare Anywhere, entered my information and picked from the available doctors. Within 15 minutes, I was on FaceTime with a doctor who listened to the problem and agreed with me AND who said it may even have been counter-productive to go into a crowded waiting room with other illnesses circling around. This was simple, direct and appropriate to the illness I had. I would definitely do it again.” -Anonymous employee

• Goal: To positively brand Coconino County as an employer of choice
  ○ Accomplishment that contributes to this success: Auto Scheduling in NeoGov, Working with partners on the new SOAR Summer Youth Program, updated Personnel Policy 2.3 redefining “work” for the purposes of calculating overtime and adding on-call pay, implemented the Law Enforcement Retention Program, including working with Housing Solutions, in alignment with the County’s Strategic Priorities
  ○ Quote on Neogov Auto Scheduling: “The self-scheduling has been a very helpful improvement implemented by the HR Recruitment Team. When a Hiring Manager is arranging availability for an interview panel as well as the candidates themselves, there is an inherent risk of human error and challenges with ensuring equity in allotting time slots for candidates. The self-scheduling tool allows candidates the opportunity to select and ‘reserve’ interview time on a first-come, first-served basis. Candidates have the flexibility to edit/change their interview slot within NeoGov, which ensures accurate and up-to-date communication around scheduling. This electronic reservation eliminates the risk of double-booking candidates, which improves the County’s public image of excellent customer service and modernized recruitment methods. The self-scheduling tool is a great communication tool that facilitates a more streamlined process for Hiring Managers and candidates alike.” -Sarah Schildecker
  ○ Quote on Overtime Policy Change: “Thank you ladies for all the work on the consideration of the overtime issue and the “on-call” pay issue...thank you from all of us.” -Rex Gilliland

Were there any unanticipated expenses/needs in FY19?
Human Resources had overtime and temporary expenses throughout the Munis implementation. HR contributed financially to the Leadership Summit and is ensuring that all Innovation Academy participants can attend the annual conference this year.

**How we impacted citizens of Coconino County during FY19 (Story which illustrates an actual impact to citizens):**

Human Resources is a resource to employees, departments, applicants and citizens. Many efficiencies created by Human Resources serve employees, thus allowing those employees to focus on their core area of work to better serve citizens.

We continue to improve our service to citizens and employees through innovation and technology in the form of the Tyler Munis HR Module Implementation. The HR Staff worked incredibly hard, giving their weekends and many hours throughout the year, to ensure the successful implementation of the module, so that employees would seamlessly receive their paychecks. It was an incredible team effort and partnership with the ERP group and Finance. HR staff also supported departments with the transition of Personnel Action Forms to the Munis system. Following this implementation, the Payroll staff joined the HR team in March, to better align processes as well as provide cross training and depth of support.

**Our Action Plan for FY20 (Who, What, When, Where, How, Alignment with Strategic Investment Plan Areas if applicable):**

Human Resources highly skilled, professional, creative and dedicated staff will develop and maintain policies and tools to support employees, departments and applicants. Many areas of HR are directly involved with the Strategic Investment Plan Areas including; Transformational Leadership, Diversity and Inclusion, Compensation, Performance Management, Employment Enhancement, and Law Enforcement Retention.

Continue to implement functionality of the HR/Payroll phase of Tyler/Munis, including employee self-service and benefits open enrollment, implement a new performance management program, roll out a diversity strategic plan while enhancing diversity and inclusion initiatives, continue transitions work as departments, including HR, reimagine work to improve the customer experience, expand our professional development series, expand succession planning and knowledge retention program, update New Employee Orientation offerings, enhance social media presence and use of technology for recruitment, retention and branding, continue to update and revise policies, and continue legal compliance.

Expanded use of the ERP system will require dedication of resources in the short term, but result in desired long term efficiencies, elimination of multiple data entry, better reporting and heightened service. Elimination of transactional work allows focus on analytics, strategic priorities and innovative programs.

Implementation of classification and compensation strategies to stay ahead of minimum wage, reduce turnover, and move toward market competitiveness.

Continue to develop and implement programs that support a strong, productive and effective organizational culture with leadership at all levels of the organization.

Develop safety and risk management strategies that continue to reduce the eMod, bring awareness to safety and partner with IT to reduce cyber security risk.

**Does your department need specific advocacy for funding issues at the State or Federal Level?**

No.

**What have you done already?**

**Is it a legislative or administrative issue and how can the Board help?**
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Eric Peterson, Public Affairs Director

SUBJECT: Roundtable: To be discussed. Pursuant to A.R.S. 38-431.02(H), these matters will not be acted upon.

Reports from Supervisors; updates on new projects, district budgets, requests for services and initiatives, updated from county staff:

- District 4- Supervisor Jim Parks
- District 2- Supervisor Elizabeth Archuleta
- District 3- Supervisor Matt Ryan
- District 5- Supervisor Lena Fowler
- District 1- Supervisor Art Babbott

- County Manager's Report
- Board Planning Calendar
- Events Calendar

- Chair's Report

- Update, discussion, and possible direction to staff regarding County Communications

- Update, discussion, and possible direction to staff regarding Local, State and Federal Issues

- Briefing from Public Works - County Engineer on the ADOT 5yr plan and anticipated effects to Coconino County

ATTACHMENTS:

1 – Staff Report
2 – ADOT Article re Road Projects
3 – Narrative
4 – Project List
5 - Map

**ADOT begins various projects across northern Arizona**

May 19, 2019

99¢ YOUR FIRST MONTH!

I-40 paving west of Flagstaff

ADOT
With summer nearing, the Arizona Department of Transportation is looking at completing a number of road projects in northern Arizona, according a media release.

Work has resumed Interstate 40 between Cataract Lake and Parks west of Flagstaff with crews first repairing the Grand Canyon Boulevard traffic interchange in Williams.

There will be ramp closures at this interchange through early June as crews repair the ramps and guardrail. Crews will finish the project by laying fresh pavement along 17 miles of I-40.

Last summer, crews rebuilt five miles of I-40 in each direction between Garland Prairie and Pittman Valley roads as well as a one-mile section in each direction near the Parks interchange.
In June, ADOT will resume paving northbound Interstate 17 from the Coconino County line to the I-40 interchange in Flagstaff. Last year, crews rebuilt the highway between mileposts 312 and 315 and installed new bridges at Willard Springs Road.

A project scheduled to begin in mid-August will address pavement damage along State Route 89A through Oak Creek Canyon. The project, covering nearly 12 miles between uptown Sedona and the Pumphouse Wash bridge, will mill down the damaged roadway and install new pavement and guardrail.

“Summer is the best time to do work on northern Arizona highways because the overnight temperatures need to be high enough for new pavement to cure properly,” said Audra Merrick, district engineer for ADOT’s North Central District. “These projects help repair long-term damage to pavement from multiple winters.”

Adrian Skabelund can be reached at the office at askabelund@azdailysun.com, by phone at (928) 556-2261 or on Twitter @AdrianSkabelund.
The ADOT 5-Year Plan features 429 projects that focus on preservation, modernization, project development, planning, and expansion. Of these projects, $145,912,000 will be spent within Coconino County; $358,252,000 will be spent on projects that directly impact citizens and visitors to Coconino County. The goal of this five-year plan review is to formally comment on the upcoming projects for fiscal years 2020-2024. The projects with the highest impact to the County are located on Interstates 17 and 40, State Route 89A, and U.S. Highway 180. There are six projects that will add lanes or widen the roadway, one variable signing project, five pavement preservation and rehabilitation projects, fifteen bridge rehabilitation projects, two rockfall mitigation projects, and one lighting project. In addition to the projects included in the ADOT 5-Year Plan, two additional projects are discussed, which will have significant impact to the local community once they have been programmed into the ADOT budget.

Item Number 2: US 180 - SR 40B to Aspen Ave, Turn Lane Construction

This project entails the construction of two new turn lanes on US 180 (Humphreys Street) between I-40B (Route 66) and Aspen Avenue in fiscal year 2020. An additional right turn lane from southbound U.S. 180 onto westbound I-40B will be constructed along with a new right turn lane from northbound U.S. 180 onto eastbound Aspen Avenue. These additional turning lanes will improve safety and can relieve congestion.

Item Number 5: I-40 - Butler Ave TI OP & 4th St OP Bridge Replacement and Add Capacity

The replacement and expansion of the I-40 bridge over Butler Avenue and the 4th Street Bridge over I-40 will allow for additional lanes on both the interstate and cross roads. The increase in number of lanes will greatly aid both locations as they are crucial to daily commuters and visitors coming to the city. This project is planned for fiscal year 2020.

Item Number 10: I-40, MP 186-206 -Variable Speed Limit Signs & Operations

The variable speed limit sign project on I-40 scheduled to construct in fiscal year 2021 will provide improved safety for road users during adverse weather conditions or in event of an accident, allowing for advance notification to drivers so that deceleration can occur prior to reaching a slowdown or complete stop. This advance notification will reduce the severity of incidents and provides potential to reduce closures on the critical corridor.

Item Number 15: I-17, MP 229-245, Anthem Way to Yavapai County Line, SB Widen Roadway

This project in fiscal year 2020 will add one additional southbound lane to I-17 from Black Canyon City to Anthem. This will aid in truck, daily commuter, and holiday/weekend travel for those heading into Phoenix and beyond. This section of I-17 has numerous curves, which cause traffic to congest. A third lane will allow for additional passing movement and will allow traffic to maneuver better.
Item Number 20: I-17, MP 245-250 Black Canyon to Sunset Point Widen Roadway

This project is a critical improvement to the I-17 corridor that will greatly improve the travel times and congestion of all traffic travelling between greater Phoenix and the Verde Valley and beyond. The current plan for the project is to add a new two-lane alignment adjacent to the current southbound lanes of I-17 between Black Canyon City and Sunset Point, which will act as a reversible alignment for the northbound and southbound direction based on the day of the week. Monday through Saturday the new lanes will be northbound only, increasing the total number of lanes heading to Flagstaff to four. On Sunday, the new alignment will switch over to southbound direction, allowing four lanes of travel heading towards Phoenix. This area is a major bottleneck on the Phoenix to Flagstaff route, and the doubling of lanes will decrease incidents and travel time while increasing capacity. This project will be constructed in both fiscal years 2021 and 2022.

Item Number 22: SR 260 - Rim Rd to Gibson Rd, Segment I Shoulder Widening

This project will widen SR 260 and include installation of two new guardrail runs. The widening of the roadway provides enhanced safety for users and will reduce the number and severity of incidents on this popular vacationing route. This project is planned for fiscal year 2020.

Item Number 24: US 89A - Horseshoe Bend Northbound Turn Lane Construction

In fiscal year 2020, ADOT will construct a left-hand turn lane on U.S. 89 northbound at the Horseshoe Bend recreational site just south of the City of Page. This project is important because of the safety concerns. The addition of a lane can increase use of facility and will improve safety.

Item Number 29: I-40, MP 193 Woody Mountain TI UP Traffic Interchange Construction

This project is not included on the ADOT 5-Year Plan; however, its significance and impact to the area make this project noteworthy in this review. The area around Woody Mountain Road is quickly growing and traffic quickly following suit. This interchange would increase the circulation on Route 66 and the nearby area, while not adversely impacting the I-40 corridor.

Item Number 30: I-40, MP 196 Lone Tree TI OP Traffic Interchange Construction

The Lone Tree Traffic Interchange is another project not included on the current ADOT 5-Year Plan, however it is an important project to keep relevant for planning efforts. A new traffic interchange at Lone Tree Road would greatly alleviate both Milton Road and Butler Avenue by providing a new major north/south connector that would connect traffic from I-40 to downtown Flagstaff. In addition, the City of Flagstaff is planning to connect Lone Tree Road to Route 66 via an overpass that was approved by voters, which would further improve the connectivity in the area.

Items Number 9, 11, 16, 21, and 26: Pavement Preservation and Rehabilitation

Pavement preservation and rehabilitation projects ensure a quality and safe travel way for all users. Through these projects, potholes are filled and prevented as well as increasing the service life of the lanes impacted. A smooth right lane on the interstate system also alleviates traffic
congestion as vehicles can pass and return to the right lane instead of constantly dodging potholes and forcing all traffic into the left lane.

In fiscal year 2020, $7.5 M will be spent on pavement rehabilitation of SR 64 from Pipeline Road to Air Park.

In fiscal year 2021, a cumulative $72.9 M will be spent on treating the pavement on I-40 from I-17 to Walnut Canyon Road, I-17 southbound from the McConnell bridge to the Coconino/Yavapai County line, and U.S. 160 from milepost 373 to 390 in Navajo County.

In fiscal year 2023, $5.9 M will be spent on treating 1 mile of SR 89A from milepost 402 to 403, on Milton Road. This project is anticipated to include extensive pedestrian improvements including ADA upgrades.

**Items Number 1, 3, 4, 6, 7, 8, 12, 13, 14, 17, 18, 19, 27, and 28: Bridge Rehabilitation**

The proposed bridge rehabilitation projects will ensure an increased service life for the structures that are used daily by those working in and visiting various areas of the County. This includes the interstate commerce that passes through on I-40, I-17, and U.S. 89.

In fiscal year 2020, the deck of the I-40 bridge over Rio de Flag between I-17 and Butler Avenue will be replaced, the I-40 bridges at A-1 Mountain, Winona, Babbitts Tank, and Buffalo Range as well as the SR 89A bridge over Pumphouse Wash will be rehabilitated, and the west Flagstaff bridges accessing Interstate 40 Business Route along with the two bridges on Transwestern Road over I-40 in Bellemont will be replaced.

In fiscal year 2022, the decks of the I-40 bridges at Leupp Road, Two Guns, and Meteor Crater along with the SR 264 bridge at Moenkopi Wash will all be replaced.

In fiscal year 2023, the I-17 bridge over SR 179 and the U.S. 89 wash bridge at milepost 482 will both be rehabilitated.

In fiscal year 2024, the Airport Road bridge over I-17 and the Cosnino Road bridge over I-40 will both be rehabilitated.

These routes absolutely demand fully operational structures to maintain current and future levels of traffic. The projects scheduled by ADOT will ensure reliability of these structures for years to come.

**Items Number 23 and 26: Rockfall Rehabilitation**

Item 23 is a rockfall mitigation project on SR 89A that stretches from City of Sedona to the Oak Creek Canyon Overlook, located at the top of switchbacks. This project will be constructed in fiscal year 2020 and will improve the safety of users travelling through Oak Creek Canyon as well as reduce or eliminate roadway delays and closures due to fallen rock debris blocking lanes.

Item 26 is a project on U.S. 160 from milepost 373 to 390 both involving rockfall mitigation and pavement rehabilitation as mentioned above. Safe and efficient travel are resultants of a rockfall mitigation project, as well as reduction in delays or closures of the roadway.
Item Number 25: US 160 - Warrior Dr - MP 324.5, Tuba City Install Lighting

A lighting project to increase the safety of both vehicular users and pedestrians in areas, especially in an urban setting. The high amount of both forms of traffic (vehicular and pedestrian) in Tuba City warrant this lighting project and should greatly reduce all levels of incidents in the area.
<table>
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<tr>
<th>Item No.</th>
<th>ADOT Item No.</th>
<th>Route &amp; MP</th>
<th>Length (Miles)</th>
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<td>Maintains safety and ensures efficient travel</td>
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<tr>
<td>17</td>
<td>8370</td>
<td>I-40, MP 245</td>
<td>1.0</td>
<td>Leupp TI UP</td>
<td>Bridge Deck Replacement</td>
<td>$2,200,000.00</td>
<td>2022</td>
<td>Maintains safety and ensures efficient travel</td>
</tr>
<tr>
<td>18</td>
<td>8371</td>
<td>I-40, MP 230</td>
<td>1.0</td>
<td>Two Guns TI UP &amp; Meteor Crater TI UP</td>
<td>Bridge Deck Replacement</td>
<td>$4,000,000.00</td>
<td>2022</td>
<td>Maintains safety and ensures efficient travel</td>
</tr>
<tr>
<td>19</td>
<td>100189</td>
<td>I-17, MP 298</td>
<td>1.0</td>
<td>SR 179 TI OP SB</td>
<td>Bridge Rehabilitation</td>
<td>$1,500,000.00</td>
<td>2022</td>
<td>Maintains safety and ensures efficient travel</td>
</tr>
<tr>
<td>20</td>
<td>8448</td>
<td>I-17, MP 245-250</td>
<td>5.0</td>
<td>Black Canyon to Sunset Point</td>
<td>Widens Roadway</td>
<td>$143,309,000.00</td>
<td>2021/2022</td>
<td>Addition of reversible lanes to increase capacity and safety during peak hours for northbound or southbound travel</td>
</tr>
<tr>
<td>21</td>
<td>7869</td>
<td>SR 64, MP 205</td>
<td>8.0</td>
<td>Pipeline Rd to Air Park</td>
<td>Pavement Rehabilitation</td>
<td>$7,500,000.00</td>
<td>2020</td>
<td>Maintains safety and ensures efficient travel</td>
</tr>
<tr>
<td>22</td>
<td>7880</td>
<td>SR 260, MP 282</td>
<td>13.0</td>
<td>Ram Rd - Gibson Rd, Segment I</td>
<td>Shoulder Widening</td>
<td>$7,500,000.00</td>
<td>2020</td>
<td>Improves safety by allowing greater recovery area as well as allowing additional separation for disabled vehicles</td>
</tr>
<tr>
<td>23</td>
<td>9170</td>
<td>SR 89A, MP 375</td>
<td>14.0</td>
<td>MP 375 to MP 389</td>
<td>Rockfall Mitigation</td>
<td>$3,362,000.00</td>
<td>2020</td>
<td>Reduces exposure of rockfall to traveling public, increasing safety and reducing incidents</td>
</tr>
<tr>
<td>24</td>
<td>100322</td>
<td>US 89A, MP 544</td>
<td>1.0</td>
<td>Horseshoe Bend NB</td>
<td>Turn Lane Construction</td>
<td>$855,000.00</td>
<td>2020</td>
<td>Improves safety of vehicles turning into Horseshoe Bend parking area and relieves congestion of vehicles travelling northbound into Page</td>
</tr>
<tr>
<td>25</td>
<td>100327</td>
<td>US 160, MP 323</td>
<td>2.0</td>
<td>Warrior Dr - MP 324.5, Tuba City</td>
<td>Install Lighting</td>
<td>$696,000.00</td>
<td>2020</td>
<td>Improves to nighttime road use for pedestrians and vehicles</td>
</tr>
<tr>
<td>26</td>
<td>7876</td>
<td>US 160, MP 373</td>
<td>17.0</td>
<td>US 160 Long House Valley</td>
<td>Rockfall Mitigation &amp; Pavement Rehabilitation</td>
<td>$15,550,000.00</td>
<td>2021</td>
<td>Reduces exposure of rockfall to traveling public, increasing safety and reducing incidents</td>
</tr>
<tr>
<td>27</td>
<td>9115</td>
<td>SR 264, MP 324</td>
<td>1.0</td>
<td>Moenkopi Wash</td>
<td>Bridge Deck Replacement</td>
<td>$2,000,000.00</td>
<td>2022</td>
<td>Maintains safety and ensures efficient travel</td>
</tr>
<tr>
<td>28</td>
<td>100221</td>
<td>US 89, MP 482</td>
<td>0.0</td>
<td>Wash Bridge</td>
<td>Bridge Rehabilitation</td>
<td>$1,600,000.00</td>
<td>2023</td>
<td>Maintains safety and ensures efficient travel</td>
</tr>
</tbody>
</table>

*8806 is listed in the previous 5-Year plan, but not the current. Construction will take place in FY 2020 so the project has been included in this list.

Proposed ADOT Projects not on 5-Year Plan

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Route &amp; MP</th>
<th>Length (Miles)</th>
<th>Location</th>
<th>Type of Work</th>
<th>Estimate</th>
<th>Impacts</th>
</tr>
</thead>
<tbody>
<tr>
<td>29</td>
<td>I-40, MP 193</td>
<td>1.0</td>
<td>Woody Mountain TI UP</td>
<td>Traffic Interchange Construction</td>
<td>$20,000,000.00</td>
<td>Improves circulation of traffic and economic development of side road corridors; alleviates congestion of nearby interchanges</td>
</tr>
<tr>
<td>30</td>
<td>I-40, MP 196</td>
<td>1.0</td>
<td>Lone Tree TI OP</td>
<td>Traffic Interchange Construction</td>
<td>$80,000,000.00</td>
<td>Improves circulation of traffic and economic development of side road corridors; alleviates congestion of nearby interchanges</td>
</tr>
</tbody>
</table>

Regional Projects
Coconino County Public Works Review of Upcoming ADOT 5-Year Plan
Map of Projects with Identified Impact to Coconino County

Legend
- District Office
- Cities and Towns
- Milepost
- Kilometer Post
- State Highway System

ADOT Engineering Districts
- Central
- Southcentral
- Northcentral
- Southeast
- Northeast
- Southwest
- Northwest

Note:
The State of Arizona makes no claims concerning the accuracy of this map nor assumes any liability resulting from the use of the information herein.

Prepared by:
Arizona Department of Transportation
Multimodal Planning Division
Transportation Analysis GIS Section
400 N. 15th St.
Phoenix, AZ 85006-2198
602.712.7333
June 2016
DATE: May 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Jay Christelman, Community Development Director

SUBJECT: Presentation and discussion regarding the Zoning Ordinance update to Chapter 5-Administration.

BACKGROUND:

The draft Zoning Ordinance Chapter 5, Administration, is now updated. Chapter 5 provides direction for administering specific sections of the Zoning Ordinance such as application requirements, public noticing requirements, administrative adjustments to standards, amendment procedures for the zoning ordinance and comprehensive plan, variance procedures and enforcement. The proposed revisions better clarify these processes. This Work Session anticipates confirming Board direction regarding Zoning Ordinance Performance Standards and Waivers prior to the Public Hearing Process.

PURPOSE OF THE PRESENTATION:

To receive information regarding the Zoning Ordinance update project and provide direction to staff regarding any changes to the proposed ordinance prior to the public hearing process.

ALTERNATIVES:

Not conduct the work session.

FISCAL IMPACT:

None.

ATTACHMENTS:

1 - Staff Report
2 - STAFF EXECUTIVE SUMMARY
3 - PPT
4 - DRAFT ZO CH 5
To: Coconino County Board of Supervisors
From: Community Development
Subject: Zoning Ordinance Update: Chapter 5, Administration

OVERVIEW
This update is the next installment in the current revisions to the Coconino County Zoning Ordinance. The attached draft Chapter 5, Administration, is based on recommendations and comments from the Community Development Advisory Group (CDAG), Technical Advisory Group and planning staff. Planning and Zoning Commission review is scheduled after this writing and report preparation, on May 29, 2019.

The Zoning Ordinance update is anticipated to be completed in the Fall of 2019. The next scheduled Board review will be an overview of the entire draft zoning ordinance with Chapter 6, Definitions.

COMMUNITY DEVELOPMENT ADVISORY GROUP RECOMMENDATIONS
The Community Development Advisory Group (CDAG) reviewed Chapter 5 on April 18, 2019. Comments from that group are incorporated in the enclosed draft, and additional CDAG comments are detailed below in italics. The CDAG will meet on June 18, 2019 to review the entire draft zoning ordinance with Chapter 6, Definitions.

SUMMARY OF CHAPTER 5 UPDATES
Chapter 5 provides direction for administering specific sections of the Zoning Ordinance such as application requirements, public noticing requirements, amendment procedures for the zoning ordinance and comprehensive plan, variance procedures and enforcement. The following summary provides a section by section overview of the proposed changes to Chapter 5.

Section 5.1, Permit Application Requirements and Timeframes:
- A purpose statement is added.
- Administrative permit requirements are clarified.
- Permits requiring hearing and application requirements are clarified and updated.
- CDAG comments: include a discussion about economic impacts and preserving investments; too much information is required for applications requiring a hearing; is the application review process “reversible”? Staff did not change the purpose statement to address economic impact,
as economic impacts are generally not specifically addressed in a zoning ordinance. Application requirements were unchanged as this is needed for staff review and recommendation.

Section 5.2, Pre-Application Review:
- General updates.

Section 5.3, Citizen Participation:
- Major reorganization and clarification of citizen participation plan and reporting requirements.
- CDAG comments: require staff or a neutral party attend the neighborhood meeting. This section was unchanged as other mechanisms ensure accurate reporting, e.g., noticing requirements.

Section 5.4, Public Hearing Time and Notice:
There are substantial revisions to this Section that include:
- Specific additions of the type of public notice requirements for each case, and the changes were confirmed with the County Attorney for accuracy of references.
- A “notice matrix” was created for internal use to document specific ARS requirements.

Section 5.5: Appeals: Board of Supervisor’s Review
- Minor changes.

Section 5.6: Administrative Adjustments
There are substantial revisions to this Section that include:
- Additions to the types of adjustments allowed.
- Section 5.6.C is added that describes permits, findings and administration of these adjustments.
- Section 5.6 includes how to make a Minor Change to a Planned District Zone. This requires notification of the Planning and Zoning Commission when a request has been made.
- CDAG comments: Regarding the proposed new adjustment for a decrease in animal keeping setbacks and lot size, the group opinion is split. They also requested that reasons for denials of an administrative be documented; these are currently documented in the permit tracking system.

Section 5.7: Conditional Use Permits
There are substantial revisions to this Section that include:
- Findings are added for Planning Commission to make when granting a waiver. This section was added after the CDAG review, and so that group did not comment on the new findings.
- CDAG comments: requested that a statement be added to the findings of fact discussing “diminishment of property values”; there be a sunset on application extensions; and they prefer that the director not be allowed to approve time extensions for administrative renewals, or limit to 1 time only. Staff added a process and clarifications as to when an administrative renewal can be approved.
Section 5.8: Variances  
- Findings are updated.

Section 5.9: Determination as to Uses Not Listed  
- Minor changes.

Section 5.10: Interpretations  
- Minor changes.

Section 5.11: Substantive Policy Statement  
- Minor changes.

Section 5.12: Amendments to the Zoning Ordinance and Rezonings  
- Heading clarified.

Section 5.13: Comprehensive Plan  
There are substantial revisions to this Section that include:

- A purpose statement.
- A process for amending the Comprehensive Plan was added, based the Comprehensive Plan direction.

Section 5.14: Enforcement  
- Clarifications as to position titles.
- Section 5.14.C.4, Penalties and Remedies clarifies civil vs. criminal fines and punishment.

FOLLOW UP TO CHAPTER 4 DISCUSSION
When the Board reviewed Chapter 4, Performance Standards on April 9, 2019, questions arose for which they requested staff seek CDAG comments. Below is a summary questions and CDAG response:

Section 4.1, Parking:  
Question from Board to CDAG: Should the Zoning Ordinance allow all parking requirements (numbers of parking spaces) to be waived?

Response from CDAG: The Zoning Ordinance should allow for the proposed 20% reduction in parking spaces, not allow a complete waiver of standards. The variance process is the tool to be used when changes to standards greater than 20% are needed.

Section 4.4, Landscaping:  
Question from Board to CDAG: Should single family residential development be required to implement Firewise or defensible space plans?

Response from CDAG: Preparing for catastrophic firestorms is a serious issue, but applying Firewise standards to SFD’s is not enforceable. Because defensible space includes landscaping and building design, reliance on Firewise standards alone is not enough. Effective Firewise standards require
enforcement of maintenance, and because the County does not enforce residential landscaping, applying Firewise standards to SFD’s is not an effective tool. Current planning practice suggests that community-wide strategies to address enforcement and maintenance are the most effective measure to proactively prepare for these events. Active Home Owners Associations are one of the best mechanisms for ensuring compliance with Firewise standards.

**Board to staff:** The Board directed staff to explore how herbicide toxicity could be addressed in the zoning ordinance. Staff is reviewing a US Forest Service report, provided from a CDAG member, for possible guidance.

**Section 4.8: Special Performance Standards Between Zones**

**Question from Board to CDAG:** Are walls and/or fences needed to separate CN zoning from residential zoning districts and uses?

**Response from CDAG:** Yes, this type of visual screening is important to keep impacts from trash, headlights, and noise from the commercial use impacting the residential uses, but suggested providing the Planning and Zoning Commission with the ability to waive the requirement on a case by case basis for conditional use permits. Another suggestion was to ensure pedestrian and neighborhood connectivity between neighborhood serving commercial and residential by requiring gates or breaks in walls and fences, and connecting walks and pathways.

**UPDATE REGARDING ZONING ORDINANCE FORMATTING**

As part of this update, staff has contracted with a planning consulting firm, HDR, based in Phoenix, to assist with document formatting. The scope of work is focused on professional design services to produce a user-friendly, stylized, professionally formatted Zoning Ordinance. The work will also include a technical edit, revising existing and producing new graphics, inserting “hot links” for easy navigation within an electronic document, and a final print and electronically-ready document. A notable formatting change will be the inclusion of a “sustainability notation” to identify sustainability-related code sections. The first draft of the new format will be presented to the CDAG during their June meeting.

**RECOMMENDATION**

This report is informational only and requires no action.

Respectfully submitted,

Jess McNeely, AICP
Assistant Director / Planning and Zoning Manager

Prepared by: Melissa Shaw, AICP, Long Range Planner

**ATTACHMENT**

Chapter 5 Draft
Recap of Review

Review Completed by CDAG, P&Z, BOS

Chapter 1 – General Provisions
Chapter 2 – Land Uses
Chapter 3 – Special Uses & Conditions
Chapter 4 – Performance Standards

Current Focus

Chapter 5 – Administration
Chapter 6 – Definitions (ongoing review)
Overall – Purpose Statements & Applicability added

Section 5.1 – Permit Application & Time
- Administrative permit requirements updated
- Permits requiring hearing and application requirements updated
  - CDAG comments: discuss economic impacts; too many application requirements

Section 5.2 – Pre-Application Review
- List updated
Chapter 5 Changes

Section 5.3 – Citizen Participation

- Significant updates to clarify plan & report requirements (*CDAG suggests staff or a neutral party to attend neighborhood meeting*)

Section 5.4 – Public Hearing Time/Notice

- Requirements for different permit types added

Section 5.5 – Appeals: BOS

- Minor changes
- Added provision for a fee, amount to be determined
Chapter 5 Changes

Section 5.6 – Administrative Adjustments

- Added adjustments: appurtenance height, animal keeping setbacks (*CDAG split on this*) and parcel size
- List of types needing permit
- Added procedure for minor change to PDZ (notify P&Z)

Section 5.7 – Conditional Use Permits

- Updated P&Z allowed conditions & added P&Z findings for granting waivers
- Added allowance for Director to approve additional time for administrative renewal – *CDAG did not agree*
Chapter 5 Changes

Section 5.8 – Variances
- Findings updated; BOA was invited

Section 5.9 – Determination to Uses Not Listed
- Minor changes

Section 5.10 – Interpretations
- Minor changes

Section 5.11 – Substantive Policy Statement
- Minor changes
Chapter 5 Changes

Section 5.12 – Amendments & Rezonings
- Heading clarified

Section 5.13 – Comprehensive Plan
- Process added to amend Comprehensive Plan
- Major/minor amendment

Section 5.14 – Enforcement
- Minor edits
- Civil vs. criminal fines and punishment clarified
## Estimated Schedule

<table>
<thead>
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<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDAG Chapter 6 + Complete Draft + Format</td>
<td>June 20, 2019</td>
</tr>
<tr>
<td>Public Open House</td>
<td>July 18, 2019</td>
</tr>
<tr>
<td>P&amp;Z Study Session Chapter 6 + Complete Draft</td>
<td>July 31, 2019</td>
</tr>
<tr>
<td>BOS Work Session Chapter 6 + Complete Draft</td>
<td>August ?, 2019 ?</td>
</tr>
<tr>
<td>Planning &amp; Zoning Study Session</td>
<td>September 25, 2019</td>
</tr>
<tr>
<td>Planning &amp; Zoning Public Hearing</td>
<td>October 30, 2019</td>
</tr>
<tr>
<td>Board of Supervisor’s Public Hearing</td>
<td>November or December 2019</td>
</tr>
</tbody>
</table>
Consultant Updates

Consultant hired to:

- Format margins, headers, footers, font, styles
- Add “hot links”
- Technical read
- Check section references
- Review numbering scheme
- Create graphics
CHAPTER 5. ADMINISTRATION

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Section 5.1: Permit Application Requirements and Timeframes

Section 5.1.A: Purpose

The purpose for permit application requirements is to ensure that the proposed use conforms with the purposes, intent, and policies of the Comprehensive Plan and any applicable area, neighborhood, or other plan adopted by the Board of Supervisors, to establish information that is required from permit applicants for all Planning and Zoning permits, and to establish processing timeframes for each application type. Permit information is required to ensure that the proposed use will not be detrimental to health, safety, or general welfare of persons living or working in the vicinity, to adjacent property, to the neighborhood, or to the public in general.

Section 5.1.B: Administrative Permits

1. The following information shall be submitted when applying for an Administrative Permit. The Director of Community Development [Director] may require additional information or plans, if they are necessary to enable a determination as to whether the circumstances prescribed for the granting of the Permit exist. The Director of Community Development [Director] may authorize omission of any or all of the plans and drawings required by this Section if they are not determined to be necessary.

   a. A completed Coconino County Permit application form including, name, address, phone number and signature of the property owner; name, phone number, fax number and email address (if applicable) of applicant or contact person, if different from the property owner, Assessor’s Parcel Number, subdivision/unit/lot if applicable, site address/location, existing zoning, existing land use, lot size, written description of the permit request, A completed application form including name and signature of the applicant, mailing address, contact person, phone number, fax number and email address for contact person, Assessor’s Parcel Number, Subdivision, unit/lot number, site address/location, zoning, existing land use, lot size, description of the request, property owner’s authorization by their signature and permit fee.
b. Two copies, or a digital submittal, of a Site plan drawn to an engineering scale using accurate dimensions showing all property lines, improvements, uses, landscaped areas, location of all adjacent streets or right-of-ways providing access to the Site, Easements, traffic flow and parking areas.

c. A copy of all recorded Easement applicable to the request shall be provided.

d. A separate Building Permit application shall be submitted for all new construction and electrical installation. Required Building Permits shall be obtained prior to the initiation of construction.

e. A separate Lighting Permit application shall be submitted for any new exterior lighting as required by Section 4.3: Lighting.

f. A separate Sign Permit application shall be submitted for any new signage as required by Section 4.2: Signs.

g. Prior to the issuance of a Permit a bond or other accepted assurance may be required. This deposit shall be used to defray the costs of cleanup of the property by the County in the event the permittee fails to do same.

h. All open zoning Violations shall be addressed prior to acceptance of a permit application.

i. All other required permits and licensing as necessary (i.e. approvals from the Sheriff’s Office, Public Works or the Public Health District, Design Review Overlay, Conditional Use Permit, Variance, etc.) shall be obtained prior to the acceptance of a complete application.

2. Administrative Permit timeframes pursuant to ARS § 11-1605 are as follows:

a. Administrative completeness shall be determined within 30 calendar days of the submittal of an application. Applicants will be notified in writing of an incomplete application with a list of deficiencies. Notice in writing of application deficiencies shall suspend the administrative completeness timeframe until such time as all deficiencies have been addressed.

b. Substantive review of all Permit applications shall be completed within 30 calendar days from the determination that the Permit application is administratively complete. One written request for additional information may be made to the applicant during this review process.

c. The total time frame for the granting or denying of an administrative Permit is 60 days.

d. Timeframes are tolled and may be waived in accordance with A.R.S. §11-1601 et seq.

3. The following Uses shall require issuance of an Administrative Permit prior to initiating or constructing the Use:
a. Campgrounds in commercial zoning districts, Community Coops, Community Gardens, Floodplain Permits, Group Homes for the Disabled, Home Occupations, Marijuana Dispensaries, Medical Marijuana Cultivation Facilities, Metal Storage Containers, Recreational Vehicle Parks, Recreational Vehicles and Travel Trailers as a Permanent Residence, and Temporary Use Permits.

b. Consult the applicable Section for performance standards and other requirements.

4. Issuance of Administrative Permits shall comply with the following:

a. The proposed use will not be detrimental to health, safety, or general welfare of persons living or working in the vicinity, to adjacent property, to the neighborhood, or to the public in general;

b. The proposed use conforms with the purposes, intent, and policies of the Comprehensive Plan and any applicable area, neighborhood, or other plan adopted by the Board of Supervisors;

c. The proposed use conforms with the conditions, requirements, or standards of this Ordinance and any other applicable local, state, or federal requirements;

d. The proposed use, as conditioned, would not unreasonably interfere with the use and enjoyment of nearby properties.

ae. Permits shall be issued when compliance with this Ordinance is verified. If the Community Development Director determines that the proposed use does not comply with this Ordinance, the permit shall be denied.

bf. All open zoning Violations shall be addressed resolved prior to the acceptance of a complete issuance of a Permit application.

cg. No Permit shall be issued if the property is in Violation of other laws or impairs property rights. The Director of Community Development will determine if the Violation or impairment exists with appeal to Superior Court. All other required Permits, approvals and licensing as necessary (i.e. approvals from the Sheriff’s Office, Fire Marshall or Fire District, Public Works or the Public Health District, Design Review Overlay, Conditional Use Permit, Variance, etc.) shall be obtained prior to the issuance of an Administrative Permit.

45. Revocation

If a zoning permit or Conditional Use Permit is revoked, a new Administrative permit for the same owner and location may not be issued for a period of at least one year from the date of revocation.

5. Validity Limit
The Administrative Use Permit shall be valid for the use for which the permit was granted for the length of time indicated on the permit as long as the use is in compliance with the conditions of approval and other applicable ordinances.

Section 5.1.BC: Permits Requiring Hearing

1. The following information shall be submitted when applying for a Permit requiring public hearing. The Director of Community Development may require additional information or plans, if they are necessary to enable a determination as to whether the circumstances prescribed for the granting of a Permit exist. The Director of Community Development may authorize omission of any or all of the plans and drawings required by this Section if they are not necessary. 15 copies shall be provided for hearing by the Planning and Zoning Commission and 7 copies shall be provided for a hearing of the Board of Adjustment.

a. A completed Coconino County Permit application form including, name, and address, phone number and signature of the property owner, applicant, name, phone number, fax number and email address of applicant or contact person, if different from the property owner, phone number, fax number and email address, Assessor’s Parcel Number, subdivision/unit/lot if applicable, site address/location, existing zoning, existing land use, lot size, written description of the permit request description, date of pre-application meeting, and permit fee and property owner’s authorization by their signature.

b. When required, a Citizen Participation Plan and Report shall be completed in accordance with Section 5.3.

c. A typewritten narrative describing the request and the precise manner of compliance with each of the applicable provisions of this Section, together with any other data pertinent to the findings prerequisite to the granting of a the Permit.-

d. Documentation shall be provided in a written description as well with supplemental data to show compliance with the Coconino County Comprehensive Plan.-

e. A list of all owners of property located within three hundred feet (300’) of the exterior boundaries of the subject property; the list shall be keyed to a map showing the location of these properties.

f. A site plan drawn to an engineering scale using accurate dimensions showing property boundaries; existing and proposed improvements and Uses; locations of driveways, pedestrian walks, landscaped areas, open space, fences, walls, off-street parking areas including ingress and egress, traffic flow, and Easements. The number of copies and size of required site plans that shall be provided for hearings are determined based on the Permit type and may be modified on a case by case basis by the Community Development Director.-

g. A copy of all recorded Easements applicable to the request.
h. A landscape plan detailing the locations of existing vegetation (both to be retained and to be removed), the location and design of landscaped areas, the number, varieties and sizes of proposed plant materials and other landscape features including sprinkler and irrigation systems as required by Section 4.4: Landscaping.

i. Architectural drawings including floor plans in sufficient detail to determine setback and parking requirements and elevations of all proposed structures as they will appear upon completion. All exterior surfacing materials and colors shall be specified. Color renderings or paint and material samples are required.

j. Signage plan detailing all existing and proposed Signs, including their location, size, materials, color and method of illumination as required by Section 4.2: Signs.

k. Lighting plan including location of all outdoor lighting fixtures and description of each (i.e. Lamp Type, Lumen output, Shielding) as required by Section 4.3: Lighting.

l. Plans and/or a preliminary report describing the proposed provisions for storm drainage, sewage disposal and such other public improvements and utilities as the Director may require in order to give a full evaluation of the project.

m. The application shall be accompanied by a fee established by resolution of the Board of Supervisors to cover to cost of handling the application as prescribed in this Section.

2. Timeframes for Permits requiring Hearings pursuant to ARS § 11-1605 are as follows:

a. Administrative completeness pursuant to A.R.S. § 11-1605 shall be determined within 60 calendar days of the submittal of an application. Applicants will be notified in writing of an incomplete application with a list of deficiencies. Notice in writing of application deficiencies shall suspend the administrative completeness timeframe until such time as all deficiencies have been addressed.

b. Substantive review of applications shall be completed within 120 calendar days from the determination that the application is administratively complete. One written request for additional information may be made to the applicant during this review process. To accommodate changing conditions or plans, the applicant may agree to respond to additional requests for information. The substantive review includes investigation and report on the case. The substantive review timeframe is suspended during the public hearing process. The public hearing process begins at the posting of the case and is complete upon mailing of the permit resolution per A.R.S § 11-1605 (c)(8)(c).

c. The total time for the granting or denying of the Permit approval is 180 days.

d. Timeframes are tolled and may be extended in accordance with A.R.S. §11-1601 et seq.
Section 5.2: Pre-Application Review

Section 5.2.A: Purposes

The purpose of a pre-application review is to determine application requirements and familiarize the applicants with the application requirements, the review process and procedures, to identify land use and development policies which may affect the development proposal, and to identify and address potential problems as early in the process as possible.

Section 5.2.B: Administration

1. Pre-Application Review Requirements

Pre-application reviews must occur within 6 months prior to the submittal of an application. The following applications are required to have a pre-application review prior to the submittal of an application: Conditional Use Permits, Zone Changes, Subdivisions, Design Review Overlay approval for cases that require a hearing, Zoning Code, Area Plan and Comprehensive Plan Amendments, Medical Marijuana Facilities, Variances and Abandonments.

2. Request for Pre-Application Review

Applicants shall request a pre-application review unless waived by the Director. No pre-application request form is required. Applicants are strongly encouraged to develop a preliminary Site plan depicting property lines, locations of existing and proposed Structures, parking and landscaped areas, property constraints including significant topographic features or flood hazard areas to be utilized during review, and infrastructure. A narrative report is also recommended detailing the specific request and potential operation.

3. Pre-Application Review Meeting

The Director shall maintain a pre-application meeting schedule. The pre-application meeting includes, but is not limited to, representatives from planning, zoning, building, sustainable building, flood control, engineering, hydrology, and environmental services. Staff shall provide applicants with information on process requirements including, but not limited to, application submittal requirements, citizen participation plan and notification requirements, and background information or additional studies necessary to adequately assess a project. Whether or not a development proposal meets relevant ordinances and plan policies may be discussed, but final staff recommendation will not be made until a formal application is evaluated.

4. Pre-Application Review Waiver
The Director may waive the requirement for pre-application review upon formal request by the applicant.

**Section 5.3: Citizen Participation**

**Section 5.3.A: Purposes**

The purpose of the citizen participation process is to maximize the opportunity for citizen involvement in the rezoning and conditional use permit processes that are described in the following sections, and for Permits requiring a public hearing. This process is to ensure that applicants pursue early and effective citizen participation in conjunction with their applications, giving them the opportunity to understand and mitigate any real or perceived impacts their application may have on the community or on the neighborhood, to ensure that the citizens and property owners of Coconino County have an adequate opportunity to learn about applications that may affect them and to work with applicants to resolve concerns at an early stage of the process, and to facilitate ongoing communication between the applicant, interested citizens and property owners, County staff, and elected officials throughout the application review process. The citizen participation process is not intended to produce complete consensus on all applications, but to encourage applicants to be good neighbors and to allow for informed decision making to resolve any neighborhood issues at an early stage in the process, the following requirements shall be included in the citizen participation process:

**Section 5.3.B: Administration**

1. Citizen Participation Plan and Citizen Participation Plan Report Requirements. Every subdivision (if applicable), zone change and conditional use permit application shall include a Citizen Participation Plan that is developed in consultation with Planning and Zoning staff during the Pre-application meeting. The Citizen Participation Report will contain written results of a neighborhood community meeting. The Citizen Participation Plan and Citizen Participation Plan Report shall be prepared in accordance with the following:

   a. Every zone change and conditional use permit application shall include a citizen participation plan that must be completed prior to the submittal of an application.

   b. The purpose of the citizen participation plan is to achieve the following:

   1. Ensure that applicants pursue early and effective citizen participation in conjunction with their applications, giving them the opportunity to understand and try to mitigate any real or perceived impacts their application may have on the community or on the neighborhood;

   2. Ensure that the citizens and property owners of Coconino County have an adequate opportunity to learn about applications that may affect them and to work with applicants to resolve concerns at an early stage of the process; and...
3. Facilitate ongoing communication between the applicant, interested citizens and property owners, County staff, and elected officials throughout the application review process.

e. The citizen participation plan is not intended to produce complete consensus on all applications, but to encourage applicants to be good neighbors and to allow for informed decision making.

d. At a minimum, the citizen participation plan shall include the following:

14. Citizen Participation Plan. At a minimum, the Citizen Participation Plan shall include the following:

a. A draft letter or notice of a Neighborhood Community Meeting, with flyers and other written material. The letter or notice shall notify which residents, property owners, interested parties and public and private agencies who may be affected by the application of the substance of the zone change, amendment or development proposed by the application. Planning and Zoning staff shall review the letter prior to mailing.

b. How those interested in and potentially affected by an application will be notified that an application has been made.

3. How those interested and potentially affected parties will be informed of the substance of the zone change, amendment, or development proposed by the application.

4. How those interested and affected parties will be provided an opportunity to discuss the applicant’s proposal with the applicant and express any concerns, issues, or problems they may have with the proposal in advance of the public hearing at a Neighborhood Community Meeting, as outlined in Section 5.3.B.2.

c. A mailing list of residents, property owners, interested parties, and public and private agencies who will receive the invitation, as determined by Section 5.3.B.2.d. Coconino County Community Development will generate the list.

d. The applicant’s schedule for completion of the Citizen Participation Plan, and

6. How the applicant will keep the County Community Development Department informed on the status of citizen participation efforts.

2.e Neighborhood Community Meeting. Within six (6) months of submitting an application for a zone change or a conditional Use permit, Applicants for a subdivision (if applicable), zone change or a conditional Use permit must conduct a Neighborhood Community Meeting that meets the following requirements:

a. The meeting must be conducted on site or in the general vicinity of the property involved in the application, subject to the approval of the Director. The meeting serves as a forum for information exchange between applicants and affected members of the public.
2b. Affected members of the public shall be noticed in writing of a Neighborhood Meeting not less than 10 days or more than 21 days prior to the meeting.

3c. An applicant may make a written request and receive a written determination whether; due to impractical circumstances, such as a site surrounded by federal lands, the requirement for a community meeting may be waived by the Director. At a minimum the request must explain why the applicant’s Citizen Participation Plan provides other adequate, alternative opportunities for citizens to express any concerns, problems or issues they may have with the proposal in advance of the public hearing. The Director shall make their determination a part of the written record in the case.

df. The level of citizen interest and area of involvement will vary depending on the nature of the application and the location of the Site. The target area for notification will be determined after consultation with Department of Community Development staff. At a minimum, the target area shall include the following, and when applicable, notice shall conform to requirements set forth in A.R.S. § 11-813 and A.R.S. §11-814:

1. Property owners within the 300-foot public hearing notice area required or further as required by other sections of this Ordinance, or as determined by the Director;

2. The head of any property owners’ association within the notice area required by other sections of this Ordinance; and

3. Other potentially affected property owners outside of the legal notice area as determined by Community Development Department staff; and

4. Other interested parties who have requested that they be placed on a list of interested parties maintained by the Community Development Department.

gg. These requirements apply in addition to any notice provisions required elsewhere in this Ordinance.

h. The applicant may not submit a citizen participation plan until after a pre-application review meeting and consultation with Community Development Department staff.

23. Citizen Participation Plan Report. The applicant shall provide a written report on the results of their Citizen Participation Plan. This report shall be attached to the staff report submitted to the Planning and Zoning Commission. At a minimum, the Citizen Participation Plan Report shall include the following information:

a. This section applies only when a citizen participation plan is required by this Ordinance.

b. The applicant shall provide a written report on the results of their citizen participation effort prior to the notice of public hearing. This report shall be attached to the staff report submitted to the Planning and Zoning Commission.
c. At a minimum, the citizen participation report shall include the following information:

1a. Details of the techniques the applicant used to involve the public, including:

   i. (1) Dates and locations of all meetings where citizens were invited to discuss the applicant’s proposal;

   ii. (2) Content, dates mailed, and numbers of mailings, including letters, meeting notices, newsletters and other publications;

   iii. (3) Where The address list of residents, property owners, and interested parties receiving notices notified, as well as newsletters, or other written materials are located; and

   iv. (4) A sign in sheet from the Neighborhood Community Meeting listing the number of people notified about the meeting, The number of people that participated in the process, and the percentage of those notified that participated in the process.

2b. A written summary of concerns, issues, and problems expressed during the process, including:

   i. (1) The substance of the concerns, issues, and problems;

   ii. (2) How the applicant has addressed or intends to address concerns, issues and problems expressed during the process; and

   iii. (3) Concerns, issues and problems the applicant is unwilling or unable to address and why.

**Section 5.4: Public Hearing Time and Notice**

**Section 5.4.A: Duties of the Director**

The Director of Community Development shall set the time and place of public hearings required by this Ordinance to be held by the Planning and Zoning Commission and Board of Adjustment, as listed in this Section, provided that the Commission or Board may change the time or place of a hearing with 24 hours advance notice. However, the Planning and Zoning Commission or Board of Adjustment shall hold a public hearing within seventy-five (75) days after a complete application has been filed unless extended at the request of the applicant.

1. Public notice shall be given for the following hearings to be held by the Planning and Zoning Commission:

   a. Comprehensive Plan Adoption and Amendments

   b. Conditional Use Permits
c. Design Review Overlay Applications

d. Determinations of Uses Not Listed

e. Subdivisions

f. Rezonings

g. Zoning Ordinance Adoption and Amendments

h. Public Easement Abandonment

to be held by the Planning and Zoning Commission or 2. Public notice shall be given for the following hearings to be held by the Board of Adjustment:

a. Variances

b. Interpretations of the Zoning Ordinance,

provided that the Commission or Board may change the time or place of a hearing with 24 hours advance notice. However, the Planning and Zoning Commission or Board of Adjustment shall hold a public hearing within seventy-five (75) days after a complete application has been filed unless extended at the request of the applicant.

3. Public Notice. A minimum of 15 days prior to a Planning and Zoning Commission or Board of Adjustment hearing, the Community Development Director shall provide notice by:

a. Mailing notices of public hearings to all persons who appear on the latest adopted tax roll of Coconino County as owning property within 300 feet of the exterior boundaries of the property that is the subject of the hearing.

b. Posting of the subject property to be considered at the hearing.

c. For Rezonings, Zoning Ordinance Adoption or Amendments, Comprehensive Plan Adoption or Amendments, the Director shall mail, post and publish notice in accordance with A.R.S § 11-805, § 11-813 and § 11-814.

Section 5.4.B: Duties of the Clerk of the Board

1. The Clerk of the Board shall set the time and place of public hearings required by this Ordinance to be held by the Board of Supervisors, provided that the Board may change the time or place of a hearing with 24 hours advance notice. The Board of Supervisors shall hold a public hearing on a rezoning request, a subdivision, a public easement abandonment, appeals, or an Zoning Ordinance amendment, or Comprehensive Plan adoption or amendment approved by the Commission not less than sixty (60) days after notice of such decision, a recommendation by the Planning and Zoning Commission, or an appeal has been filed with the Clerk of the Board, unless the applicant or appellant shall consent to an extension of time.
2. For Rezonings, Zoning Ordinance Adoption or Amendments, Comprehensive Plan Adoption or Amendments, the Clerk of the Board shall mail, post and publish notice in accordance with A.R.S § 11-805, § 11-813 and § 11-814. In accordance with A.R.S. § 11-813, notice of a public hearing for a Zoning Ordinance Amendment shall be given not less than 15 days nor more than 30 days prior to the date of the hearing by publication in a newspaper of general circulation.

In accordance with A.R.S. § 11-814, when the public hearing concerns a rezoning matter the property shall be posted at least fifteen (15) days prior to the hearing and notice of a public hearing shall be given not less than fifteen (15) days prior to the date of the hearing by publication in a newspaper of general circulation. Notices of public hearings before the Planning and Zoning Commission, Board of Adjustment, or Board of Supervisors shall be mailed to all persons whose names appear on the latest adopted tax roll of Coconino County as owning property within 300 feet of the exterior boundaries of the property that is the subject of the hearing.

Section 5.5: Appeals: Board of Supervisors Review

Section 5.5.A: Appeal of Decision of Planning and Zoning Commission

Where this Ordinance provides for appeal to the Board of Supervisors of an administrative decision of the Planning and Zoning Commission on a Conditional Use Permit, Design Review Overlay, or Determination of Uses Not Listed, the appeal shall be made within fifteen (15) days of the date of the decision by filing a letter of appeal, with the associated fee, with the Director of Community Development. The appeal shall state in writing the grounds for the appeal including specific conditions of concern, if applicable.

Section 5.5.B: Board Action on Appeal

The Board of Supervisors shall hold at least one public hearing on a decision of the Director or Planning and Zoning Commission which has been appealed. The hearing shall be held within ninety (90) days from the filing of the appeal unless an extension is requested by the applicant; the time and place of the hearing shall be set by notice given as prescribed in Section 5.4. The Board shall render a decision on an appeal within forty (40) days following the closing of the public hearing on the appeal unless an extension is requested by the applicant. Failure of the Board to act within the time period prescribed by this Section shall be deemed approval of the Planning and Zoning Commission action. The Board shall review appeals de novo. The Board may affirm, reverse or modify a decision of the Planning and Zoning Commission. The decision of the Board of Supervisors shall be final.
Section 5.6: Administrative Adjustments

Section 5.6.A: Purpose

The purpose of this Section is to grant authority to the Director of Community Development to take action on requests for minor modifications or adjustments to certain requirements of this Ordinance when such requests constitute a reasonable use of property not permissible under a strict, literal interpretation of the regulations.

Section 5.6.B: Adjustments Allowed

For the purpose of administering this Section, an Administrative Adjustment is any modification of the terms or requirements of this Ordinance, which, if granted, would allow the following:

a1. A decrease of not more than 10% of the required minimum building site area, parcel or lot size, width or depth.

2b. A decrease of not more than 20% of the required width of a front, side or rear yard setback or the yard between buildings.

3e. A decrease of not more than 20% of the required front or rear yard.

d. An increase of not more than 20% in the permitted height of a fence or wall.

e4. An increase of not more than 10% of the permitted projection into Required Yards permitted in Section 4.5 of steps, stairways, landings, eaves, overhangs, masonry chimneys, and fireplaces into any required front, rear, side or yard between buildings.

f5. An increase of not more than 10% of the permitted height or areas of signs.

g6. A decrease in the number of required parking spaces of not more than 10% or a decrease of one space if the total number of spaces is less than 10.

h. An increase of not more than 10% in the maximum allowable lot coverage.

i7. An increase of not more than 10% in the permitted height of buildings.

8. An increase of not more than 20% in the permitted height of the zone for Appurtenances such as religious symbols or watch towers.

9. A decrease of not more than 10% in minimum setbacks, parcel or Lot size for animal keeping. A corresponding reduction of one of the total number of horses or other livestock, goat, sheep, or swine shall be required with the requested reduction in setback, parcel or Lot size.
10. An adjustment to a parcel or lot size based on eminent domain action taken by a public agency, or a dedication and acceptance of a portion of a parcel or lot for public right of way. No fees shall be collected with this type of administrative adjustment.

11. All other administrative adjustments and waivers to standards as listed in this Ordinance for: Accessory Dwelling Unit location and size, Off-Street Parking Requirements, Off-street Parking paving, Parking Area design dimensions, Exempt Noncommercial Signs height, Landscaping standards, Walls and Fencing standards, Compatibility Setback standards, and Minor Changes to a Planned District Zone.

Section 5.6.C: Permits, Findings and Administration

1. Permits

   a. Administrative Adjustments and waivers shall require issuance of an Administrative Permit subject to the provisions of Section 5.1.B.

   b. In addition to the Administrative Permit, applicable Building, Environmental Quality and Engineering Permits may be required. Planning and Zoning review shall be conducted through the issuance of such permits.

2. Findings. In granting an Administrative Adjustment, the Community Development Director shall make the following findings of fact:

   a. The proposed Use will not be detrimental to health, safety, or general welfare of persons living or working in the vicinity, to adjacent property, to the neighborhood, or to the public in general;

   b. The proposed Use otherwise conforms with the conditions, requirements, or standards of this Ordinance and any other applicable local, state, or federal requirements;

   c. For items listed in Section 5.6.B.11, the Director must find compliance with the standards listed in Sections LIST ALL OF THESE.

3. Administration and other Requirements

   a. Permits shall be issued when compliance with this Ordinance is verified. If the Community Development Director determines that the proposed use does not comply with this Ordinance, the permit shall be denied.

   b. Expiration of Approval. The administrative adjustment approval shall expire within one year of issuance if a building permit, when required, is not obtained, or if construction is not commenced.

   b. Reduced Interior Side and Rear Setbacks: At the discretion of the Director, in order to grant approval of an Administrative Adjustment allowing a reduction in minimum
interior side setback, a letter from the affected neighbor supporting the request must be submitted by the applicant.

c. Minor Change to a Planned District Zone: In order to grant an Administrative Adjustment for a Minor Change within a Planned District Zone, as per Section 2.10.5.b, the following additional requirements must be satisfied prior to approval of such Administrative Adjustment:

(1) Planning staff shall notify the Planning and Zoning Commission about the requested change as an update during their regular session. If the Planning and Zoning Commission finds the change constitutes a Major Amendment, then the Major Amendment process shall be required to process the request.

3. Decision of Director

If the Community Development Director denies an application for an Administrative Adjustment, or, if the applicant disagrees with the conditions imposed by the granting of an Administrative Adjustment, if any, the applicant may file for a Variance in accordance with Section 5.8, Variances. Any Minor Amendments to a Planned District Zone denied by the Director shall be referred to the Planning and Zoning Commission as a Major Amendment.

Section 5.7: Conditional Use Permits

Section 5.7.A: Purposes

In order to give the Use regulations the flexibility necessary to achieve the objectives of this Section, in certain zones conditional Uses are permitted, subject to the granting of a Conditional Use Permit. Because of their unusual characteristics, conditional Uses require special consideration so that they may be located properly with respect to the objectives of the zoning regulations and their effects on surrounding properties, including impacts to the transportation system, public health, safety and welfare, and the natural environment. In order to achieve these purposes, the Planning and Zoning Commission is empowered to grant and to deny applications for Conditional Use permits in such zones as are prescribed in the zone regulations and to impose reasonable conditions upon the granting of such Conditional Use permits, subject to the right of appeal to the Board of Supervisors.

Section 5.7.B: Administration

1. Conditional Use Permits shall be subject to the provisions of Section 5.1. CB.

2. Investigation and Report

The Director of Community Development shall make an investigation of the application and shall prepare a report thereon which shall be submitted to the Planning and Zoning Commission and made available to the applicant prior to the public hearing.
3. Public Hearing

The Planning and Zoning Commission shall hold at least one public hearing on each application for a conditional use permit. The hearing shall be set and notice given as prescribed in Section 5.4 (Public Hearing Time and Notice). At the public hearing, the Commission shall review the application and drawings submitted therewith and shall receive pertinent evidence concerning the proposed Use and the proposed conditions under which Use would be operated or maintained, particularly with respect to the findings prescribed in Section 5.7.B.5.

4. Action of the Planning and Zoning Commission

Within forty (40) days following the closing of the public hearing on a Conditional Use Permit application, the Planning and Zoning Commission shall act on the application. The Commission may grant, by resolution, a Conditional Use Permit as the permit was applied for or in modified form, or the application may be denied. A Conditional Use Permit may be revocable, may be granted for a limited time period, or may be granted subject to such conditions or waivers as the Commission may prescribe as follows:

a. Conditions prescribed by the Commission may include but shall not be limited to:
   - Drainage, sewage, water and other utility requirements, requiring special yards, open spaces, buffers, fences and walls;
   - Requiring installation and maintenance of landscaping; protection of environmentally sensitive features; requiring street dedications and improvements; regulation of points of vehicular ingress and egress; regulation of traffic circulation; access from public rights of way; requirements for public safety and emergency services; regulation of signs; regulation of hours of operation and methods of operating; control of potential nuisances; prescribing standards for maintenance of buildings and grounds; prescription of development schedules and development standards; and such other conditions as the Commission may deem necessary to insure compatibility of the Use with surrounding developments and Uses and to preserve the public health, safety and welfare.

b. The Commission may grant waivers from the Zoning Ordinance in conjunction with the approval of a Conditional Use Permit for such property development standards and performance standards as: fences, walls, screening and landscaping; site area; width and depth; front, rear and side setbacks; lot coverage; height of structures; distance between Structures; usable open space; signs; off-street parking facilities or parking lot standards; or frontage on a public street. The Planning and Zoning Commission shall make the following findings before granting a waiver from the Zoning Ordinance:

   (1) The proposed waiver will not be detrimental to health, safety, or general welfare of persons living or working in the vicinity, to adjacent property, to the neighborhood, or to the public in general;

   (2) The proposed Use otherwise conforms with the conditions, requirements, or standards of this Ordinance and any other applicable local, state, or federal requirements:
(3) That the granting of the waiver is the minimum that will accomplish this purpose and will not constitute the granting of a special privilege inconsistent with the limitations on other properties in the same zone.

5. Findings of Fact

The Planning and Zoning Commission shall make the following findings before granting a Conditional Use Permit:

4a. That the proposed location of the Conditional Use is in accord with the objectives of this Ordinance and the purpose of the Zone in which the site is located.

4b. That the proposed location of the Conditional Use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.

4c. That the proposed Conditional Use will comply with each of the applicable provisions of this Ordinance, except for approved variances.

4d. That the proposed Conditional Use is consistent with and conforms to the goals, objectives and policies of the Comprehensive Plan or Specific Area Plan for the area.

6. Effective Date of the Use Permit

The decision of the Planning and Zoning Commission shall be effective fifteen (15) days at the close of business from the date of the decision and upon receipt by the Department of Community Development of a signed agreement to the conditions of approval, unless prior to the expiration of said fifteen (15) day period an appeal has been filed with the Board of Supervisors.

7. Appeal to Board of Supervisors

A decision of the Planning and Zoning Commission may be appealed within fifteen (15) days to the Board of Supervisors by the applicant or any other person as prescribed in Section 5.5 (Appeals: Board Review); or by appeal of an individual member of the Board without fee.

8. Determination by the Board of Supervisors

The Board of Supervisors shall hold a public hearing on a Conditional Use Permit as prescribed in Section 5.5.B if an appeal has been filed within the prescribed fifteen day appeal period. The decision of the Board shall be final.

9. Lapse of Conditional Use Permit
A Conditional Use Permit associated with construction shall lapse and shall become void one-two years following the date on which the Conditional Use Permit became effective, unless prior to the expiration of one-two years, a building permit is issued and construction is commenced and diligently pursued toward completion on the site which was the subject of the use permit application, or a Certificate of Occupancy is issued for the structure which was the subject of the Use permit application, or the site is occupied if no building permit or Certificate of Occupancy is required, unless a longer time frame is approved by the Planning and Zoning Commission. A request for extension may be submitted to the Planning & Zoning Commission which will be evaluated based on current circumstances including, but not limited to, percentage of project completed, estimated completion date, surrounding land use and citizen input.

100. Renewal of Conditional Uses

a. A Conditional Use Permit subject to expiration may be renewed, provided that prior to the expiration date, an application for renewal of the use permit is filed with the Department of Community Development. **An expired Conditional Use Permit requires reinstatement as a new Conditional Use Permit application.**

b. Upon application for renewal, a case review and site inspection shall be made to determine compliance with conditions of approval. Legal notice of application for renewal shall be posted on the property within public view, mailed to property owners within a minimum radius of 300 feet radius and advertised in a newspaper for a minimum of fifteen (15) days prior to determination of approval for renewal.

1. A Conditional Use Permit may be renewed administratively where:

   i. The current Conditional Use Permit remains valid and in full force; and

   ii. There have not been any complaints; and

   iii. The Use of the property remains the same as the approved Use; and

   iv. The use is in compliance with conditions of approval; and

   v. There are no active violations of the zoning code at the time of renewal; and

   vi. No modifications to the Use or conditions of approval are requested by the applicant or staff.

2. A Conditional Use Permit may be renewed administratively where **Where the Conditional Use Permit is approved administratively, all -prior conditions of approval**
shall remain in full force and effect, except that the duration of the Conditional Use Permit renewal may be extended if requested by the applicant. The Director will evaluate each request for an extension of the renewal time period on a case by case basis. Administrative renewal of a Conditional Use Permit must meet the following criteria:

(1) The current Conditional Use Permit remains valid and in full force; and

(2) There have not been any complaints lodged with the Department during the current term of the Conditional Use Permit or during the notice period for the application of renewal. Complaints lodged during the notice period must be resolved within 30 days from the date of the complaint or the case will be referred to the Planning and Zoning Commission for public hearing; and

(3) The Use of the property remains the same as the approved Use; and

(4) The use is in compliance with conditions of approval; and

(5) There are no active violations of the zoning code at the time of renewal; and

(6) No modifications to the Use or conditions of approval are requested by the applicant or staff, except a request for an extension of the renewal time period will be evaluated by the Director based on justification submitted by the applicant for the extension.

An application meeting the criteria for administrative renewal will be processed by the Community Development Director in the same manner as Renewal of Conditional Use Permits, except that a Public Hearing and Action of the Planning and Zoning Commission are not required.

d. A Conditional Use Permit must be renewed upon a hearing before the Planning and Zoning Commission where:

ii. (1) Any complaint is lodged with the Department during the current term of the Conditional Use Permit or during the notice period for the application of renewal; or

iii. (2) Any conditions of approval are not met to the satisfaction of the Department; or

iv. (3) A change in the described Use of the property has occurred; or

v. (4) A change in the predicted impacts of the use has occurred; or

vi. (5) There is a violation of the zoning code or any other applicable law, or

vii. (6) A request to modify the Use or conditions of approval is made.
Additional fees may apply to Conditional Use Permits renewed by the Planning and Zoning Commission.

An application for renewal of a Conditional Use Permit not eligible for renewal pursuant to Section 5.7.B.10 above may be granted or denied by the Planning and Zoning Commission subject to the modification of existing conditions of approval and/or the addition of new conditions of approval. A primary consideration of renewal is compliance with the original conditions of approval. Such applications shall be subject to the provisions of Section 5.7.

114. Modification of Conditional Use

a. Sections 5.1.1.B and 5.7.B.1 through 5.7.B.10 shall apply to an application for modification, expansion, or other change in a conditional use.

b. Revocation. Noncompliance with Conditional Use Permit Terms. Failure to comply with any of the conditions of approval or performance standards of a Conditional Use Permit is a violation of the Zoning Ordinance, and may result in enforcement action pursuant to Section 5.14 or the revocation of a Conditional Use Permit. Revocation shall require a public hearing before the Planning & Zoning Commission in accordance with public notice criteria. The Planning and Zoning Commission shall hold a public hearing within ninety (90) days of sending notice to both applicant and property owner, in accordance with the procedure prescribed in Section 5.7.B.3 (Public Hearing) and 5.7.B.4. If not satisfied that the regulation, general provisions, or conditions are being complied with, the Commission may revoke the Conditional Use Permit or take such action as may be necessary to ensure compliance with the regulation, general provisions, or conditions. The decision may include time frames for ensuring compliance or decommissioning the project unless an appeal has been filed within the prescribed fifteen (15) day appeal period, in which case Section 5.5.B (Board Action on Appeal) shall apply.

123. New Applications Following Denial

Following the denial of a Conditional Use Permit application or the revocation of a Conditional Use Permit, no application for a Conditional Use Permit for the same or substantially the same Conditional Use on the site shall be filed within one (1) year from the date of denial or revocation of the Conditional Use Permit.

134. Conditional Use Permit to Run with the Land

A Conditional Use Permit granted pursuant to the provisions of this Section shall run with the land and shall continue to be valid upon a change in ownership of the site or structure which was the subject of the use permit application.

145. Use Permit and Change of Zone Filed Concurrently

Application for a Conditional Use Permit may be made at the same time as an application for a change in zone boundaries including the same property, in which case the Planning and
Zoning Commission shall hold the public hearing on the zoning reclassification and the Conditional Use Permit at the same meeting and may combine the required hearings. For the purposes of this Section, the date of the Commission decision on the Conditional Use Permit application shall be deemed to be the same as the date of enactment by the Board of Supervisors of an ordinance changing the zone boundaries, provided that if the Board modifies a recommendation of the Commission on a zoning reclassification, the Conditional Use Permit application shall be reconsidered by the Commission in the same manner as a new application.

16. Planning and Zoning Division Inspections

The Planning and Zoning Division may conduct periodic site inspections during the duration of the Conditional Use Permit to ensure compliance with conditions of approval.

Section 5.8: Variances

Section 5.8.A: Purposes and Authorization

1a. Variances from the terms of the Zoning Ordinance shall be granted only when, because of special circumstances applicable to the property, including size, shape, topography, location or surroundings, the strict application of the Zoning Ordinance deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classification. Any Variance granted shall be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated.

2b. The power to grant Variances does not extend to Use regulations. Flexibility to the zoning regulations is provided in the Conditional Use provisions of this Ordinance.

3e. The Board of Adjustment may grant Variances to the regulations prescribed by this Section, in accord with the procedure prescribed in this Section, with respect to fences, walls, hedges, screening, and landscaping; site area, width, and depth; front, rear, and side yard setbacks; coverage, height of structures or appurtenances; distances between structures; usable open space; signs, off-street parking facilities, minimum lot size and setbacks for animal keeping, or frontage on a public street.

Section 5.8.B: Administration

1. Investigation and Report

The Director of Community Development shall make an investigation of each application that is the subject of a public hearing and shall prepare a report thereon which shall be submitted to the Board of Adjustment and made available to the applicant prior to the public hearing.
2. Public Hearing

The Board of Adjustment shall hold a public hearing on an application for a Variance. The hearing shall be set and notice given as prescribed in Section 5.4 (Public Hearing Time and Notice). At a public hearing, the Board shall review the application, statements, and drawings submitted therewith and shall receive pertinent evidence concerning the Variance, particularly with respect to the findings prescribed in Section 5.8.B.4 (Findings).

3. Action by the Board of Adjustment

Within forty (40) days following the close of the public hearing on a Variance application, the Board of Adjustment shall act on the application. The Board may grant, by resolution, a Variance as the Variance was applied for or in modified form, or the application may be denied. A Variance may be revocable, may be granted for a limited time period, or may be granted subject to conditions as the Board may prescribe. Upon failure to act within the prescribed forty (40) day period, an appeal may be taken to the Superior Court as prescribed in ARS §11-807.

4. Findings of Fact

The Board of Adjustment may grant a Variance to a regulation prescribed by this Ordinance with respect to fences, walls, hedges, screening, or landscaping; site area, width, or depth; front, rear, or side yard setbacks; coverage, height of structures or appurtenances, distances between structures, usable open space, signs, off street parking facilities, minimum lot size and setbacks for animal keeping, or frontage on a public street, as the Variance was applied for or in modified form, if, on the basis of the application and the evidence submitted, the Board of Adjustment makes the following findings of fact that establish that the circumstances prescribed in paragraphs Aa, Bb, or Cc and in paragraphs Dd and Ee do apply.

4a. That the strict or literal interpretation and enforcement of the specified regulation is necessary for the preservation of substantial property rights and would result in practical difficulty or unnecessary physical hardship inconsistent with the objectives of this Ordinance.

2b. That there are preexisting exceptional or extraordinary circumstances or conditions applicable to the property, land or buildings involved, that were not created or self-imposed by the applicant, and which do not apply generally to other properties in the same zone.

3c. That strict or literal interpretation and enforcement of the specified regulation would deprive the applicant of privileges enjoyed by the owners of other properties in the same zone.

4d. That the granting of the Variance as conditioned is the minimum that will accomplish this purpose and will not constitute the granting of a special privilege inconsistent with the limitations on other properties in the same zone.
5e. That the granting of the Variance will not be detrimental to the public health, safety, or welfare, or materially injurious to the public or properties or improvements in the vicinity.

a. Signs. Additional Findings

a. Signs. The Board of Adjustment may grant a Variance to a regulation prescribed in this Ordinance with respect to signs as the Variance was applied for or in modified form, if, on the basis of the application and the evidence submitted, the Board of Adjustment makes findings of fact that establish that the circumstances prescribed in Section 5.8.B.4 (Findings) apply and the following circumstances also apply.

i. (1) That the granting of the Variance will not detract from the attractiveness or orderliness of the surrounding neighborhood or infringe on the similar rights of others.

ii. (2) That the granting of the Variance will not create a hazard to public safety.

b. Parking. Additional Findings

The Board of Adjustment may grant a Variance to a regulation prescribed by this Ordinance with respect to off-street parking facilities as the Variance was applied for or in modified form, if, on the basis of the application and the evidence submitted, the Board of Adjustment makes findings of fact that establish that the circumstances prescribed in Section 5.8.B.4 apply and the following circumstances apply.

i. (1) That neither present nor anticipated future traffic volumes generated by the use of the site or the uses of sites in the vicinity reasonably require strict or literal interpretation and enforcement of the specified regulation.

ii. (2) That the granting of the Variance will not result in the parking or loading of vehicles on public streets in such a manner as to interfere with the free flow of traffic on the streets.

iii. (3) That the granting of the Variance will not create a safety hazard or any other condition inconsistent with the objectives of this Ordinance.

5. Appeals to Superior Court

A decision of the Board of Adjustment on a Variance may be appealed within thirty (30) days to the Superior Court by the applicant or any other aggrieved person as prescribed in ARS 11-807.

6. Effective Date of Variance
A decision of the Board of Adjustment on a Variance shall be final thirty (30) days after the date of the decision and upon receipt by the Department of Community Development of a signed agreement to the conditions of approval, unless an appeal has been filed.

7. Lapse of Variance

a. A Variance shall lapse and shall become void one year following the date on which the Variance became effective unless the Board of Adjustment grants a specific timeframe for obtaining a building permit, or prior to the expiration of one year, a building permit is issued and construction is commenced and diligently pursued toward completion on the site which was the subject of the variance application, or a permit is issued authorizing occupancy of the site or structure which was the subject of the variance application, or the site is occupied if no building permit or Certificate of Occupancy is required.

b. A Variance may be renewed for an additional period of one year provided that prior to the expiration of one year from the date when the Variance or the renewal became effective, an application for renewal of the Variance is filed with the Director of Community Development.

c. A Variance shall also lapse if the use for which the Variance is approved is terminated for a period of one year. Recommencement of the use after the one year period of inactivity shall require filing a new Variance application according to the process and requirements listed in Sections 5.8.A through 5.8.B.10.

8. A Variance subject to expiration may be renewed, provided that prior to the expiration date, an application for renewal of the Variance is filed with the Board of Adjustment.

The Board of Adjustment may grant or deny an application for renewal of a Variance subject to the modification of existing conditions of approval and/or the addition of new conditions of approval. A primary consideration of renewal is compliance with conditions of approval.

9. Revocation

Failure to comply with any of the conditions of approval is a violation of the Zoning Ordinance and may result in the revocation of a Variance. Revocation shall require a public hearing before the Board of Adjustment Commission in accordance with public notice criteria. The Board of Adjustment shall hold a public hearing within ninety (90) days of sending notice to both applicant and property owner, in accordance with the procedure prescribed in Section 5.8.B.2 (Public Hearing). If not satisfied that the regulation, general provisions, or conditions are being complied with, the Board may revoke the Variance or take such action as may be necessary to ensure compliance with the regulation, general provisions, or conditions. The decision may include time frames for ensuring compliance or decommissioning the project.

10. New Application
Following the denial or revocation of a Variance application, no application for the same or substantially the same Variance on the site or substantially the same site shall be filed within one year from the date of denial or revocation of the Variance.

11. Variance Related to Plans Submitted

Unless otherwise specified at the time a Variance is granted, it shall apply only to the plans and drawings submitted as part of the application.

**Section 5.9: Determination as to Uses Not Listed**

**Section 5.9.A: Purposes**

In order to ensure that the zoning regulations will permit all similar Uses in each zone, the Director of Community Development, upon his/her own initiative or upon written request shall determine whether a Use not specifically listed as a permitted or conditional Use in any zone shall be deemed a permitted Use or a conditional Use in any one or more zones on the basis of similarity to Uses specifically listed. The determination of the Community Development Director shall be adopted through the Planning and Zoning Commission consent agenda. The Director of Community Development may request the determination be made directly by the Planning and Zoning Commission. The procedures of this Section shall not be substituted for the amendment procedure as a means of adding new Uses to the list of permitted or conditional uses.

**Section 5.9.B: Administration**

1. Request for Determination

Requests for determination of similar Uses shall be made in writing to the Director of Community Development and shall include a detailed description of the proposed Use and such other information as may be required by the Director to facilitate the determination.

2. Investigation and Report

The Director of Community Development shall make such investigations of the request as necessary to compare the nature and characteristics of the proposed Use with those Uses specifically listed and shall make a report of his findings to the Planning and Zoning Commission.

3. Determination

The determination of the Director of Community Development and/or the Planning and Zoning Commission shall be effective fifteen (15) days from the date of the decision unless an appeal is filed.
4. Appeal to Board of Supervisors

A decision of the Planning and Zoning Commission may be appealed within fifteen (15) days to the Board of Supervisors by the applicant or any other person, as prescribed in Section 5.5 (Appeals: Board Review), or by any member of the Board of Supervisors without fee.

5. Determination by Board of Supervisors

The Board of Supervisors shall make a determination as prescribed in Section 5.5.B (Board Action on Appeal) if an appeal has been filed within the prescribed fifteen (15) day appeal period or upon the initiative of the Community Development staff. The decision of the Board shall be adopted as a resolution and shall be final.

Section 5.10: Interpretations

Section 5.10.A: Purposes and Authorizations

The Board of Adjustment may interpret the Zoning Ordinance if the meaning of any word, phrase or section is in doubt, if there is a dispute over a staff interpretation or if the location of a district boundary is in doubt. Appeals to the Board of Adjustment may be taken by any person who feels that there is an error or doubt in the interpretation of the ordinance pursuant to ARS § 11-816.

Section 5.10.B: Request for Interpretation

All requests for interpretation shall be made in writing to the Director of Community Development Director, and accompanied by a fee as established in the adopted fee schedule. Interpretations shall be submitted to the Board of Adjustment for review based on their next available calendared meeting.

Section 5.11: Substantive Policy Statement

Section 5.11.A: Purpose and Authority

Substantive policy statements are written expressions intended to inform the general public of the department’s current approach to, or opinion of, the requirements of the federal or state constitution, federal or state statute, administrative rule or regulation, or final judgment of a court of competent jurisdiction, including, where appropriate, the agency’s current practice, procedure or method of action based upon that approach or opinion. A substantive policy statement is advisory only and does not include internal procedural documents which only affect the internal procedures of the agency and does not impose additional requirements or penalties on regulated parties, confidential information or rules made in accordance with this Ordinance.
Section 5.11.B: Administration

1. Adoption

Substantive policy statements are adopted at the discretion of the Community Development Director. All substantive policy statements are reviewed on an annual basis and updated as required.

2. Access

Substantive policy statements are available for inspection at the Community Development office or on the Coconino County website.

3. Format

All substantive policy statements shall include the effective date, policy number, title, purpose, background, policy statement, and information pertaining to the approval of the substantive policy statement and any previous substantive policy statements affected or revised by the new substantive policy statement.

Section 5.12: Amendments to the Zoning Ordinance and Rezonings

Section 5.12.A: Purpose

The zoning map and zoning regulations may be amended by changing the boundaries of any zone or by changing any zone regulation or any other provision of this Ordinance in accord with the procedure prescribed in this Section.

Section 5.12.B: Administration

21. Initiation

a. A change in the boundaries of any zone may be initiated by a property owner or authorized agent of a property owner by filing an application for a change in zone boundaries as prescribed in this Section.

b. A change in the boundaries of any zone or change in the regulations may be initiated by the Planning and Zoning Commission or the Board of Supervisors.

32. Conformity with Comprehensive Plan

An application for a change in zone classification which does not conform to the land use designation as identified in the Comprehensive Plan shall not be processed until an
amendment to the Comprehensive Plan has been filed, as prescribed in Section 5.13.C.1 (Amendments to Comprehensive Plan).

43. Investigation and Report

The Director of Community Development shall make an investigation of the application or proposal and shall prepare a report thereon which shall be submitted to the Planning and Zoning Commission and to the applicant prior to the public hearing.

54. Public Hearing

The Planning and Zoning Commission shall hold at least one public hearing on each application for a change in zone boundaries or for a change of the zoning regulations. The hearing shall be set and notice given as prescribed in Section 5.4 (Public Hearing Time and Notice).

65. Public Hearing Procedure

At the public hearing, the Planning and Zoning Commission shall review the application or the proposal and may receive pertinent evidence as to why or how the proposed change is consistent with the objectives of this Ordinance, the Comprehensive Plan and the development policies of the County.

76. Action by the Planning and Zoning Commission and Findings of Fact

a. Within forty (40) days following the closing of the public hearing, the Planning and Zoning Commission shall make a decision based on the following findings of fact:

(1) That the change is consistent with the goals, objectives and policies of the Comprehensive Plan and this Ordinance.

(2) That the change is in the interest of or will further will not be detrimental to the public health, safety, comfort, convenience and welfare.

(3) That the change will not adversely affect the established character of the surrounding neighborhood nor be detrimental to adjacent properties.

b. Based on these findings, the Commission shall recommend that the application be approved, approved in modified form, or denied. Said recommendation shall be transmitted to the Board of Supervisors for final hearing and disposition.

87. Action by the Board of Supervisors

a. If the Planning & Zoning Commission has held a public hearing, the Board of Supervisors may adopt the recommendations of the commission through use of a consent calendar without holding a second public hearing if there is no objection, request for public hearing or other protest. If there is an objection the Board of Supervisors shall hold
at least one public hearing on an application or a proposal within ninety (90) days after the Planning and Zoning Commission hearing. The hearing shall be set and notice given as prescribed in Section 5.4 (Public Hearing Time and Notice). Within forty (40) days following the closing of a public hearing, the Board shall make a decision based on the findings required by Section 5.12.B.7.a.

(1) If the Board finds that the change is consistent with the findings required by Section 5.12.B.7.a, it shall approve an ordinance amending the zoning map or zoning regulations, whichever is appropriate.

(2) The Board may modify a decision of the Planning and Zoning Commission recommending the granting of an application or adoption of a proposal. However, prior to making a final decision on the amendment or proposal, the Board may, but shall not be required to, submit any or all modifications to the Commission for reconsideration at a public meeting. The Commission may, but is not required to, provide supplemental comments on the modifications to the Board. The Board may consider any supplemental comments from the Commission before making the findings required by Section 5.12.B.7.a and rendering a final decision. Failure of the Commission to report within 30 days after receipt of the Board request shall be deemed concurrency.

(3) If the Board finds that the change is not consistent with the findings required by Section 5.12.B.7.a, it shall deny the application or reject the proposal.

b. In accordance with A.R.S. § 11-814, if twenty percent (20%) of the owners of property by area and number within the zoning area (for the purpose of this Section “zoning area” means the area within three hundred feet of the proposed amendment or change) file a protest to the proposed change, the change shall not be made except by a three-fourths vote of all members of the Board. If any members of the Board are unable to vote on the question because of a conflict of interest, the required number of votes for the passage of the question is three-fourths of the remaining membership of the Board, except that the required number of votes in no event shall be less than a majority of the full membership of the Board. In calculating the owners by area, only that portion of a lot or parcel of record situated within three hundred feet of the property to be rezoned shall be included. In calculating the owners by number or area, County property and public Rights-of-Way shall not be included.

§8. New Application

Following the denial of an application for change in zone boundaries or a change in the zoning regulations, an application or request for the same or substantially the same change on the same or substantially same property shall not be filed within one year of the date of denial.

§92. Conditional Zoning
The Board may approve a change of zone conditioned on a schedule for development of the specific Use or Uses for which the rezoning is requested. If at the expiration of this period the property has not been improved for the Use for which it was conditionally approved, the Board after notification by registered mail to the owner and applicant who requested the rezoning, shall schedule a public hearing to grant an extension, determine compliance with the schedule for development, or cause the property to revert to its former zoning classification.

140. Change of Zone Accompanied by a Subdivision Plat

When a zone change request is accompanied by a preliminary subdivision plat, the change of zoning shall not vest or become effective until recordation of a final plat.

Section 5.13: Comprehensive Plan

Section 5.13.A: Applicability of State Law

Except as otherwise specifically provided herein, the provisions of the Arizona Revised Statutes, Title 11 relating to the adoption, amendment, effect and all other aspects of comprehensive plans shall apply to Coconino County.

Section 5.13.B: Purposes

The purpose of this Section is to establish procedures by which the County’s Comprehensive Plan may be amended, and to establish associated application requirements and time frames for public hearing and approvals.

Section 5.13.C: Administration

1. Amendments to Comprehensive Plan or Specific Area Plans

a. The Comprehensive Plan of Coconino County or any part or element thereof, including Area Plans for individual communities, the Regional Plan, or any Specific Plan for individual communities may be amended as frequently in any calendar year as may be determined by the Board of Supervisors to be in the public interest, per Section 5.13.C.4.

b. An amendment to the Comprehensive Plan or any part or element thereof or any Specific Plan may be initiated by:

   (1) The Board of Supervisors;
   (2) The Planning and Zoning Commission;
   (3) The owner of the property in question.
c. However, any amendment initiated by the property owner or member or members of the public shall be made by application. The following information shall be submitted when applying for an Amendment to change any Zoning Ordinance regulation or change any Zoning Ordinance regulation:

(1) A completed Coconino County Plan/Ordinance Amendment application form including name and address of the applicant, name of contact person, phone number, fax number and email address, description of the request, and pre-application meeting date.

(2) A typewritten narrative describing the request and the precise manner of compliance with each of the applicable provisions of this Section, together with any other data pertinent to the findings prerequisite to the granting of an amendment.

(3) Documentation shall be provided in a written description as well with supplemental data to show overall compliance with the Coconino County Comprehensive Plan.

(4) A citation of the specific section(s) of the applicable Plan to be amended and specific language proposed.

(5) The application shall be accompanied by a fee established by resolution of the Board of Supervisors to cover the cost of processing the application as prescribed in this Section.

(6) Other information determined to be necessary for the Director to make a recommendation on the requested action.

d. Any hearing held in conjunction with an amendment to the Zoning Ordinance for the purpose of bringing zoning into consistency with the Comprehensive Plan or any part or element thereof or any Specific Plan may be held at any time after the date on which an amendment to the Comprehensive Plan or any part or element thereof or any Specific Plan has been recommended for adoption by the Planning and Zoning Commission; provided, however, that no such amendment to the Zoning Ordinance shall be adopted by the Board of Supervisors until the Board has first adopted the appropriate amendment to the Comprehensive Plan or any part or element thereof or any applicable Specific Plan.

2. Types of Comprehensive Plan Amendments

a. Administrative Amendments. Administrative Amendments are minor corrections made under the authorization of the Community Development Director, such as:

(1) Updates to formatting, typographical errors, URLs, references to other reports or studies that may be amended, and similar edits,
(2) Corrections to scrivener’s errors that occurred in mapping or in text and did not reflect the Board action on a property or policy.

b. Major Amendments. An amendment is a Major Amendment if it meets any of the following criteria:

(1) Changes to the text conflict with or alter one or more of the goals and policies in this Plan or,

(2) The proposal represents a substantial alteration to the county’s land use mixture and balance or,

(3) It adds a new element or substantially changes one or more chapters of the Comprehensive Plan prior to the required full 10-year update or,

(4) It adds a new Area Plan or a new Rural Planning Area or,

(5) It establishes a land use map, growth boundary, or activity center under County jurisdiction.

c. Minor Amendments. An amendment is a Minor Amendment if it meets any of the following criteria:

(1) Revisions or updates to an existing area plan or Rural Planning Area that meet the Comprehensive Plan’s vision, goals, and policies or,

(2) Changes mandated by any new state laws or,

(3) Text changes and corrections that do not compromise the intent or impact the substantive mixture and balance of the Plan or,

(4) Corrections to planning errors or a planning oversight or,

(5) A change to a map, location-based policy, or other specific policy within an area plan or,

(6) Any other changes that do not fall under the major amendment criteria listed above and are not administrative amendments.

3. Amendment Approval Criteria. Major and Minor Amendments must meet the following approval criteria:

a. The amendment constitutes an overall improvement to the county.

b. The amendment will not adversely impact a portion of the county or the existing character (visual, physical, environmental, and functional) of the immediate area.
c. The amendment is supported by “Our Vision for the Future” and other goals and policies of the Plan.

d. The requested change benefits the county or a specific community.

e. Conditions have changed substantially since the last update; such conditions may involve surrounding land uses.

f. The subject property or concept was misinterpreted or overlooked in the Plan.

g. The amendment will effectively help implement the Plan’s other goals or vision.

h. The identified site is appropriate for the proposed use.

24. Amendment Review Timeframes

a. Administrative completeness pursuant to ARS § 11-605 shall be determined within 60 calendar days of the submittal of an amendment application. Applicants will be notified in writing of an incomplete application with a list of deficiencies. Notice in writing of application deficiencies shall suspend the administrative completeness timeframe until such time as all deficiencies have been addressed.

b. Substantive review of all amendment applications shall be completed within 250 calendar days from the determination that the amendment application is administratively complete. One written request for additional information may be made to the applicant during this review process. The substantive review includes investigation and report on the case, public hearing, action of the Planning & Zoning Commission, and action by the Board of Supervisors. The applicant may waive the timeframe constraints of this review.

a. Major Amendments shall be heard once per calendar year, and shall be considered by the Planning and Zoning Commission at its regular meeting in October of that year. The application deadline for Major Amendments shall be May 1 of each year.

d. Minor Amendments may be considered at any time of the year.

35. Investigation and Report

The Director of Community Development shall make an investigation of the application or proposal and shall prepare a report thereon which shall be submitted to the Planning and Zoning Commission and to the applicant prior to the public hearing.

46. Public Hearing

The Planning and Zoning Commission shall hold at least one public hearing on each application for a Major or Minor amendment to the Comprehensive Plan, change in zone boundaries or for a change of the zoning regulations. The hearing shall be set and notice given as prescribed in Section 5.4 (Public Hearing Time and Notice).
57. Public Hearing Procedure

At the public hearing, the Planning and Zoning Commission shall review the application or the proposal and may receive pertinent evidence as to why or how the proposed change is consistent with the objectives of this Ordinance, the Comprehensive Plan and the development policies of the County. The Planning and Zoning Commission shall forward their recommendation for a Major or Minor amendment to the Board of Supervisors.

68. Action by the Board of Supervisors

If the Planning & Zoning Commission has held a public hearing, the Board of Supervisors shall hold at least one public hearing on an application or a proposal for a Major or Minor amendment within ninety (90) days after the Planning and Zoning Commission hearing. Minor Amendments are subject to a simple majority vote of the Board of Supervisors. Major amendments are subject to a 4/5 vote of the BOS. The Board may adopt the recommendations of the commission through use of a consent calendar without holding a second public hearing if there is no objection, request for public hearing or other protest. If there is an objection the Board of Supervisors shall hold at least one public hearing on an application or a proposal within ninety (90) days after the Planning and Zoning Commission hearing. The hearing shall be set and notice given as prescribed in Section 5.4 (Public Hearing Time and Notice in accordance with A.R.S. §11-805). Within forty (40) days following the closing of a public hearing, the Board shall make a decision on the amendment.
ENFORCEMENT
Section 5.14: Enforcement

Section 5.14.A: Purpose & Scope

This section identifies what constitutes a violation of this Ordinance, establishes penalties and remedies, and authorizes enforcement procedures.

Section 5.14.B: Violation

Pursuant to A.R.S. § 11-815:

a1. It shall be a violation of this Ordinance to erect, construct, reconstruct, alter or use a building or any other structure without first obtaining a building permit.

b2. It shall be a violation of this Ordinance, and considered a public nuisance per se to make any Use of any Lot, parcel, or piece of property in such a way as to conflict with the provisions of this Ordinance.

e3. Each day during which an illegal erection, construction, reconstruction, alteration, maintenance, or Use continues is a separate offense.

Section 5.14.C: Enforcement

1. Zoning Inspection and Investigation

a. The Board of Supervisors, Director of Community Development Director, County Attorney, County Sheriff, Zoning Inspector, Hearing Officer, and all officers of Coconino County otherwise charged with the enforcement of the law are responsible for the enforcement of the provisions of this Ordinance

b. Zoning Inspector / Compliance Manager

(1). The Zoning Inspector, also known as the Compliance Manager, shall administer and enforce this Ordinance. The Zoning Inspector shall:

(2). Receive and investigate allegations of violations of this Ordinance.

i. Make necessary inspections to secure compliance with the provisions of this Ordinance.

ii. Make investigations in connection with any matter referred to in this Ordinance and render written reports thereof when requested by the Board of Supervisors, or when the interests of Coconino County so require.

iii. Issue such notices or orders as may be necessary for the purpose of enforcing compliance with the provisions of this Ordinance.
iv. Keep careful and comprehensive records of all alleged violations of this Ordinance, including comprehensive notes as to the condition and existing Uses of the subject property, location, property owner and address, and specific section(s) of the Ordinance corresponding to the alleged violation. The Zoning Inspector shall further retain on file, copies of all papers for such time as may be required by law.

(3) May perform any duties as assigned to the Deputy Zoning Inspector, as outlined in Section 5.14.C.1.c.

c. Deputy Zoning Inspector

(1) Deputy Zoning Inspectors, also identified as Code Enforcement Officers, shall be appointed by the Coconino County Board of Supervisors as needed to assist the Zoning Inspector. The Deputy Zoning Inspector shall:

i. Investigate and report on all allegations of zoning violations as assigned by the Zoning Inspector.

ii. Determine whether a condition or existing Use constitutes a violation of this Ordinance.

iii. When the Deputy Zoning Inspector confirms that a condition or existing Use constitutes a violation of this Ordinance, the Deputy Zoning Inspector may:

   a. Serve notice of the violation to the Alleged Violator. The notice shall cite:

      1. The nature of the violation,
      2. The section of the Ordinance violated,
      3. Information of possible penalties if violation is not ceased,
      4. Steps necessary to bring the subject property into compliance with this Ordinance, and
      5. A reasonable timeframe in which all necessary actions should be completed to correct the noticed violation.

   b. Re-inspect the subject property upon the expiration of the reasonable timeframe provided in accordance with Section 5.14.C.1.c.1.iii.a.5.

   c. Provide a reasonable timeframe for remedy of violations, for those violations not remedied within the timeframe provided in e of violation setting a final deadline for compliance.

      1. The final deadline for compliance shall not exceed four (4) weeks.
12. The final deadline for compliance may be extended, where the property owner demonstrates, with reasonable documentation, an effort to correct the existing violation(s).

div. Issue citations for violations of this Ordinance not corrected by the final deadline provided in accordance with Section 5.14.C.1.c.1.iii.c.1. The citation shall include:

1. The nature of the violation.
2. The section(s) of this Ordinance which has/have been violated.
3. Possible penalties that can be assessed by the Hearing Officer.

ev. Serve, together with the citation, a notice to appear before the Hearing Officer, in accordance with A.R.S. § 11-815(E). The notice to appear shall:

1. Include the specific date and time at which the alleged violator must appear at the Zoning Violation Hearing.
2. Include information regarding the right to be represented by counsel or other designated representative and that failure to provide timely written notification of an election to be represented by counsel or other designated representative constitutes a waiver of that right.
3. If the Deputy Zoning Inspector is unable to personally serve the notice, the notice may be served by any form of mail requiring a signed and returned receipt, or in the same manner prescribed for alternative methods of service by the Arizona Rules of Civil Procedure, provided that a notice by means other than personal service must be affected at least thirty (30) days before the hearing.

vif. Present evidence showing the existence of a violation, or testimony showing the existence of a violation when the County Attorney presents evidence on behalf of the Zoning Inspector, in accordance with A.R.S. § 11-815(F).

2. Hearings

a. Hearing Officer

The Hearing Officer is appointed by the Coconino County Board of Supervisors to hear and decide all civil proceedings established by this Ordinance.

b. The Hearing Officer shall:

1. Preside over Zoning Violation Hearings
(2) Decide all objections as to the relevance of evidence or testimony presented during a Zoning Violation Hearing.

(3) Determine responsibility for alleged zoning violations.

(4) Impose civil penalties for zoning violations, pursuant to Section 5.14.C.2.d.2.i.b or with Section 5.14.C.4.a.3.i.

(5) Include in all findings of responsibility, pursuant to Section 5.14.C.2.d.2.i.b or Section 5.14.C.2.d.8.ix, a non-compliance and daily penalty schedule to accrue should the violation(s) not be abated by the compliance date specified by the Hearing Officer.

c. The Hearing Officer may:

(1) Continue Zoning Violation Hearings at the request of either party for good cause shown.

   aai. The Hearing Officer shall not continue a hearing without first giving notice to both parties.

   bb. The Hearing Officer shall notify both parties in writing of the new hearing date.

(2) Question witnesses or representatives of either party during a Zoning Violation Hearing.

(3) Attach a recurrence penalty to a parcel for a maximum of two (2) years from the hearing date. Said penalty shall be levied according to the recall procedure in Section 5.14.C.2.e if a violation of the same section of this Ordinance, as addressed in the Hearing Officer’s findings, occurs within the specified time period.

d. Zoning Violation Hearings

(1) Every action or proceeding brought before the Hearing Officer for a violation of this Ordinance shall be commenced by the filing of a copy of the notice to appear, as provided by Section 5.14.C.1.c.1.iii.e, and a copy of the citation, as provided by 5.14.C.1.c.1.iii.d, with the Hearing Clerk.

(2) The alleged violator shall, no later than 15 days after service of citation, submit an admission or denial of responsibility.

   aa. When an alleged violator submits an admission of responsibility:

      a. The Hearing Officer shall waive the initial fee of $100.
b. The Hearing Officer shall enter a finding of responsibility against the alleged violator providing 30 days to remedy the violation(s), unless extraordinary circumstances warrant an extension.

c. The Hearing Officer shall vacate the Zoning Violation Hearing.

ii. When an alleged violator submits a denial of responsibility:

a. The Hearing Officer shall promptly notify the alleged violator of the right to be represented by counsel.

b. The alleged violator must then notify the Hearing Officer in writing at least ten (10) days prior to the hearing date of his or her choice to be represented by counsel.

(3). Failure to respond with either an admission or denial of responsibility is deemed admission by default.

(4). If the alleged violator submits a denial of responsibility, the alleged violator, or his or her representative or attorney must appear at the Zoning Violation Hearing.

(5). If the alleged violator, or his or her representative or attorney, fails to appear at the Zoning Violation Hearing, the violation(s) alleged in the citation shall be deemed admitted and the Hearing Officer shall enter a finding of responsibility against the alleged violator and impose a penalty pursuant to Section 5.14.C.4.a.2 of this Ordinance.

(6). The County need not be represented by counsel at the Zoning Violation Hearing. Should the County elect to secure counsel, the County must, in writing, notify the Hearing Officer and the alleged violator at least fifteen (15) days prior to the hearing.

(7). No later than ten (10) days prior to the hearing, both parties shall disclose a list of witnesses and prepared exhibits to the opposing party and shall place prepared exhibits on file with the Hearing Clerk.

(8). At the Hearing Officer’s discretion, a failure to comply with Section 5.14.2.d.7 may result in either the granting of a continuance to permit inspection, or the Hearing Officer shall deny the admission of the evidence.

(9). The order of the Zoning Violation Hearing shall be as follows:

i. The Hearing Officer shall call the case and briefly describe the procedures to be followed.

bb. Opening Statement by the County

cci. Opening Statement by Alleged Violator
Testimony of the County’s Witnesses

Testimony of Alleged Violator’s Witnesses

Testimony of other attendees, at the discretion of the Hearing Officer

Closing Statement by the County

Closing Statement by the Alleged Violator

Upon conclusion of the Zoning Violation Hearing, or within ten (10) days thereof, a decision shall be made by the Hearing Officer. The decision of the Hearing Officer shall include the findings and judgment of the Hearing Officer.

The Zoning Violation Hearing shall be governed by the following:

- The Arizona Rules of Civil Procedure and Evidence shall not apply to a Zoning Violation Hearing. Any evidence offered may be admitted subject to a determination by the Hearing Officer that the offered evidence is relevant.

- Audio recordings of the hearing shall be made and kept on record with the Hearing Officer for a period of one (1) year.

- Either party may elect to utilize a court reporter during the Zoning Violation Hearing, at that own party’s expense. Transcripts shall be obtained by each party directly from the court reporter and at the requesting party’s expense.

- If the Zoning Inspector or Deputy Zoning Inspector does not appear at the time set for the hearing, the Hearing Officer shall dismiss the citation without prejudice.

- The Hearing Officer may set aside a finding entered upon a failure to appear, pursuant to Section 5.14.C.2.d.5, if it is determined by the Hearing Officer that the alleged violator was not served a citation, or for any other reason where necessary to prevent an injustice.

e. Recall Hearings

(1)-Recall of a case may occur when the conditions and/or compliance time frame have not been met by the alleged violator. The citation and Zoning Violation Hearing are considered to be open until complete compliance has been reached as outlined in the Hearing Officer’s decision.

(2)-Notice of a recall hearing shall be made according to Section 5.14.C.1.c.1.iii.e.

(3)-Recall hearings to determine whether a violation has recurred shall be conducted according to Section 5.14.C.2.d.
3. Appeals

a. Appeals to the Board of Supervisors

The Alleged Violator or the County may appeal to the Board of Supervisors the final decision of the Hearing Officer. A written notice of appeal shall be filed with the Hearing Officer within seven (7) days after the hearing officer’s finding.

1. The notice of appeal shall identify the finding appealed from. It shall be signed by the appellant or the appellant’s counsel, and shall contain the names, addresses, and telephone numbers of all parties and their attorneys. When a party appeals, the Hearing Clerk shall send a copy of the notice of appeal to the other party or the other party’s attorney.

2. Appeals shall be limited to the record of the proceeding before the Hearing Officer, and no new evidence may be introduced. The record of the proceedings shall include all materials in the Hearing Officer’s file, all evidence admitted at the hearing, and the official record as per Section 5.14.C.d.10 of this Ordinance.

3. Upon receiving the notice of appeal, the Hearing Clerk shall, within thirty (30) days prepare and transmit the record and provide notice of the transmittal to the parties.

4. The parties may stipulate that the appeal may be heard on less than a complete record or upon stipulated facts. The designation of the stipulated record shall be in writing, filed with the Hearing Officer within fifteen (15) days after the notice of appeal.

5. Upon sending the record to the Board of Supervisors, the Hearing Officer shall notify both parties that they have five (5) days from the date of the letter to submit memoranda stating their positions to be submitted to the Clerk of the Board of Supervisors. The memoranda shall not exceed five (5) pages in length.

6. Public notice of the appeal before the Board of Supervisors shall be posted at least twenty-four (24) hours prior to the hearing. The Hearing Officer shall mail a notice of the hearing to both parties not less than ten (10) business days prior to the hearing.

7. The Chairperson of the Board of Supervisors shall preside at the appeal and shall decide on all questions pertaining to procedure.

8. At the hearing before the Board of Supervisors, arguments by the parties shall be limited to five (5) minutes for each party unless extended by the Chairperson of the Board of Supervisors.

9. After consideration of the parties’ arguments, the record, and any submitted memoranda, the Board of Supervisors shall make a determination as to whether the
Hearing Officer abused his or her discretion by a motion and majority vote of the quorum.

(10) If the Board of Supervisors finds that the Hearing Officer abused his or her discretion, the Board of Supervisors may:

aa. Increase, decrease, or modify any sanction imposed by Hearing Officer; and

bb. Affirm the decision of the Hearing Officer; or

c. Affirm in part and reverse in part and remand for further proceedings; or

d. Reverse the decision of the Hearing Officer and remand for further proceedings; or

e. Vacate the decision of the Hearing Officer.

b. Appeals to Superior Court

Decisions by the Board of Supervisors may be appealed to the Coconino County Superior Court pursuant to A.R.S. § 12-910.

4. Penalties & Remedies

a. Pursuant to A.R.S. § 11-815:

(1) The County may withhold all Building Permits and Zoning permits for properties on which a Use of the property, Building, or any other Structure exists which does not meet the standards of this Ordinance.

(2) If a zoning violation is found to exist pursuant to Section 5.14.C.2.d.2.i.b or Section 5.14.C.2.d.8.ix, the Hearing Officer shall impose a civil sanction not to exceed the maximum fine established in Section 5.14.C.4.a.3 for each violation, for each day the violation continues.

(3) Violations of this Ordinance shall may be punished by:

aa. Civil or criminal fines, penalties, per day, per violation, amounts of up to:

a. Seven hundred fifty dollars ($750.00) for an individual, pursuant to A.R.S. § 13-802(B); or

b. Ten thousand dollars ($10,000) for any enterprise, corporation, association, labor union, or other legal entity, pursuant to A.R.S. § 13-803(A)(3).

bb. Four (4) months imprisonment, pursuant to A.R.S. § 13-707(A) (2), in extreme circumstances.
cciii. Should the daily penalty balance for violation(s) on a single Lot or parcel exceed $1,500.00 for agricultural and residential Uses or $3,000.00 for commercial and industrial Uses, the matter shall be forwarded to the County Attorney’s Office for further legal action.

ddiii. Civil penalties assessed by the Hearing Officer shall not relieve the alleged violator from responsibility for correcting any violation(s).

eeiv. Payment of penalties shall be made to the Community Development Department.