Tuesday, August 6, 2019

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

Pursuant to A.R.S. § 38-431.02

9:00 Special Session
10:00 a.m. – Regular Session
1:15 p.m. – Special Session continues
Immediately followed by Executive Session

First Floor Board Room
Executive Sessions will take place in the Second Floor Conference Room
219 E. Cherry Ave., Flagstaff, AZ, 86001

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. Special 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:

Discussion and Possible Action:

1. Discussion and presentation of video highlighting July County Activities and Welcome Back to the Board of Supervisors. Public Affairs

2. 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 1 – Supervisor Art Babbott
     • District 2 – Supervisor Elizabeth Archuleta
     • District 3 – Supervisor Matt Ryan
     • District 4 – Supervisor Jim Parks
• District 5 – Supervisor Lena Fowler
• County Manager’s Report
• Chair’s Report
• Review and update on Board Planning Calendar and Quorum Postings

Appointments:

3. Consideration and possible action regarding the appointment of J Michael Cruz to the Coconino County Hispanic Advisory Council for a four-year term to expire August 5, 2023. Public Affairs

4. Consideration and possible action regarding the appointment of Erika Arlington as the County Legal Defender. County Manager

5. Consideration and possible action regarding the reappointment of Mary Williams to the Planning and Zoning Commission from District 1, for a term to expire June 30, 2023. Community Development

6. Consideration and possible action regarding the reappointment of Tammy Ontiveros to the Planning and Zoning Commission, from District 3, for a term to expire on June 30, 2022. Community Development

7. Consideration and possible action regarding the reappointment of Ray Mayer to the Planning and Zoning Commission, from District 2, for a term to expire June 30, 2023. Community Development

8. Consideration and possible action regarding the reappointment of John Ruggles to the Planning and Zoning Commission, from District 2, for a term to expire June 30, 2023. Community Development

9. Consideration and possible action to appoint Mary Wiese as a Board member to the Mormon Lake Fire District for a term to end in 2022. Board of Supervisors

10. Consideration and possible action to approve the appointment of Adam Zickerman as a Juvenile Hearing Officer. Courts

Board of Supervisors Consent Agenda:

11. Consideration and possible approval of the minutes from the Board of Supervisors’ meetings conducted June 12, 2018, June 18, 2019, June 25, 2019 and July 3, 2019.
12. 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.

<table>
<thead>
<tr>
<th>Run Date</th>
<th>Warrant Numbers</th>
<th>Computer Register Totals</th>
</tr>
</thead>
<tbody>
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<tr>
<td>06/20/2019</td>
<td>Checks – 91909110 – 91909337</td>
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<td>06/27/2019</td>
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<td>07/03/2019</td>
<td>Checks – 92000001 – 920000213</td>
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<td>07/11/2019</td>
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<td>07/25/2019</td>
<td>Checks – 92000608 – 92000770</td>
<td>$742,409.00</td>
</tr>
</tbody>
</table>

13. Consideration and possible action to approve Community Grant funding request from District 2 in the amount of $1,500.00 to the Flagstaff Downtown Business Alliance to assist with costs for movie license fees and production to provide Movies on the Square in a family friendly and safe environment all summer, at no cost to the Community. **Board of Supervisors**

14. Consideration and possible action to approve Resolution 2019-26, dissolving the Badger Creek Domestic Water Improvement District. **Board of Supervisors**

15. Consideration and possible action regarding approval of a recommendation to the State Department of Liquor Licenses and Control, for approval of an application for Extension of Premises for a permanent change of area of service for Licensee Lauren K. Merrett for Agee’s BBQ Market located at 17730 S. Munds Ranch Rd., Munds Park, AZ. **Board of Supervisors**

16. Consideration and potential adoption of Resolution 2019-25, the Clerk’s recommendations to find that the evidence supplied by the following owners to be sufficient to prove that the appellants’ properties (as listed here) are primary residences, pursuant to A.R.S. sec. 42-12052(B)(1), and possible order for their associated properties (listed here) to be reclassified as class three property pursuant to A.R.S. sec. 42-12003: Janel and Walter Miller, 5425 Snow Bowl Drive, Flagstaff, AZ (APN 301-82-010); Mark Hulet, 526 Haul Rd., Page, AZ (APN 802-09-011E). **Board of Supervisors**
17. Consideration and possible approval of Resolution 2019-31, redeeming the waiver and authorizing the Coconino County Assessor to accept the Affidavit for Tax Exemption for Tax Year 2019 for the following non-profit organizations, for property located in Coconino County, Arizona; Flagstaff Federated Community Church, Flagstaff Monthly Meeting, I.O.O.F, Knights of Pythias Arizona Domain Grand Lodge, Lowell Observatory, Transition Zone & Horticultural Institute Inc and Williams Hospital District. **Assessor**

18. Consideration and possible action regarding the approval of the independent contractor agreement with Victim/Witness Services of Coconino County to administer the Crime Victim Compensation Program for the County Attorney's Office; consideration and possible action regarding approval of the FY20 Crime Victim Compensation Grant VC-20-051 agreement with the Arizona Criminal Justice Commission in the amount of $162,830.00; and the corresponding budget adjustment, an increase of $18,670.00, to align the approved budget for fund 1229 with the approved grant funding. **County Attorney**

19. Consideration and possible action regarding the approval of two grants and a budget adjustment to support the Victim Notification Advocate 1.0 FTE: the FY20 Victims’ Rights Program Award Agreement A.G. #2020-003 with the Attorney General's Office of Victim Services in the amount of $36,000.00; the FY20 Victim Assistance Grant VA-20-099 with the Arizona Criminal Justice Commission in the amount $16,830.00; and the corresponding FY20 budget adjustment. **County Attorney**

20. Consideration and possible action regarding approval of the FY20 Drug Gang and Violent Crime Control grant agreement with the Arizona Criminal Justice Commission, in the amount of $132,461.00, for the period of July 1, 2019 through June 30, 2020, and corresponding Budget Adjustment. **County Attorney**

21. Consideration and possible action regarding approval of the FY20 independent contractor agreement with Victim/Witness Services for Coconino County to provide criminal justice advocacy services to victims of crime in cases prosecuted by the County Attorney’s Office, at a cost not to exceed $163,000. **County Attorney**

22. Consideration and possible action regarding the acceptance and approval of the FY20 Integrated Family Court Grant Award from the Arizona Community Foundation, Northern Arizona Regional Grant from the Page/Lake Powell Foundation, in the amount of $1078.00, to be used for Court Appointed Best Interest Attorneys who must travel to and from Page/Lake Powell to meet with children and families in the Integrated Family Court. **Courts**

23. Consideration and possible acceptance of a Fiscal Year 2020 grant from the Administrative Office of the Courts, and corresponding budget amendment, in the amount of $41,675 for court security improvements at the Flagstaff Courthouse. **Courts**
24. Consideration and possible action regarding approval of an Intergovernmental Agreement between Coconino County and the City of Page for Emergency Management Services for the period of April 1st 2019 through June 30th 2020. **Emergency Management**

25. Consideration and possible action regarding approval of the designation of Michael Townsend as the Chief Fiscal Officer of Coconino County with the authority to submit Fiscal Years 2017 and 2018 expenditure limitations report to the auditor general, as required by ARS 41-1279.07.E. **Board of Supervisors**

26. Consideration and possible action regarding approval of the tax rate schedule for Fiscal Year 2019-2020 and Tax Year 2019 for all special taxing jurisdictions for which Coconino County has the authority to collect taxes. **Finance**

27. Consideration and possible action regarding approval of the additional contribution of $1,000,000 to the Arizona Public Safety Personnel Retirement System (PSPRS). **Finance**

28. Consideration and possible action regarding approval of a Purchase Order with Konica Minolta to provide maintenance and warranty services for all County copiers, in an amount not to exceed $95,000 for FY20. **Finance**

29. Consideration and possible action regarding approval of the OnBase (EDMS) Annual Maintenance Contract Renewal with Databank for FY 2020 in the amount of $59,714.33. **Information Technology**

30. Consideration and possible action regarding approval of the Second Amendment of an On-Call Agreement with Dennis L. Lopez & Associates LLC and the County to provide professional appraisal services, not to exceed $60,000 for a one year period. **Public Works**

31. Consideration and possible action regarding approval of an Intergovernmental Agreement (IGA) with multiple public agencies for the creation and participation in the Arizona Child Abduction Response Team (CART). **Sheriff**

32. Consideration and possible action regarding approval of an Intergovernmental Agreement (IGA) with the Phoenix Police Department / Arizona Internet Crimes Against Children (PPD/ICAC) Task Force to work with the task force affiliates to support and advance the goals of Project Safe Childhood, a Department of Justice (DOJ) initiative. **Sheriff**

33. Consideration and possible action regarding an approval to donate and transfer ownership of the Sheriff’s Office 1999 Ford Crown Victoria (equipment number 15947) to the Town of Tusayan, AZ at no cost. **Sheriff**
34. Consideration and possible action to approve Resolution 2019-23, approving an Intergovernmental Agreement between Coconino County Superintendent of Schools and Alpine Leadership Academy/Flagstaff Unified School District, to provide instructional support in the area of environmental education, effective July 1, 2019 through June 30, 2020, in the amount of $7,500.00. **Superintendent of Schools**

35. Consideration and possible action to approve Resolution 2019-24; Intergovernmental Agreement between Coconino County Superintendent of Schools and Flagstaff Unified School District to provide funding for Friends of Camp Colton Environmental Education Project effective July 1, 2019 through June 30, 2020 in the amount of $7,500.00. **Superintendent of Schools**

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

**Flood Control Consent Agenda:**

36. Consideration and possible action regarding approval of the Second Amendment of an On-Call Agreement with Dennis L. Lopez & Associates LLC and the County Flood Control District to provide professional appraisal services, not to exceed $60,000 for a one year period. **Flood Control**

37. Consideration and possible action regarding approval of an increase of $6,917.90 to a purchase order of $124,162.98, for the total amount of $131,080.88, for an Air Burner purchase with Air Burners, Inc. **Flood Control**

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

**Jail District Consent Agenda:**

38. Intergovernmental Agreement (IGA) 2019-038, with the Arizona Department of Public Safety for the State Gang Task Force Detention Liaison Officer Program, effective July 1, 2019 through June 30, 2019, with an annual renewal on July 1 for a period of time not to exceed five years, in the estimated amount of $75,640.00 for FY20. **Jail District**

39. Consideration and possible action regarding approval of a budget adjustment and contract renewal with Good Source Solutions, Inc., to provide specialty food products to the Coconino County Flagstaff Detention Facility for FY20, in the estimated amount of $188,000. **Jail District**

40. Consideration and possible action regarding approval of a contract renewal with Laurence Schiff, MD, to provide mental health services to the inmates of the Coconino County Flagstaff Detention Facility for FY20 in the amount of $67,800. **Jail District**
41. Consideration and possible action regarding approval of a budget adjustment and purchase order with Shamrock Foods Company, utilizing Arizona State Contract CTR043423, to provide food products to the detention facility in the estimated amount of $227,000 in FY20. **Jail District**

42. Consideration and possible action regarding approval of a Fiscal Year 2020 purchase order with Diamond Drugs, Inc., to provide prescription and over the counter medication to inmates of the Detention Facility, in the estimated amount of $230,000, utilizing the State of Minnesota Department of Administration Minnesota Multistate Contracting Alliance for Pharmacy Contract #MMS14004. **Jail District**

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

**Health District Consent Agenda:**

43. Consideration and possible action regarding approval of Agreement No. CTR043280, Amendment No. 9 between the Coconino County Public Health Services District (CCPHSD) and the Arizona Department of Health Services (ADHS) for the period of July 1, 2019 to June 30, 2020 in the amount of $753,788 to provide tobacco and chronic disease education and prevention services, injury prevention education, family planning, health policy analysis, and public health accreditation activities; the contract initiates Year 5 of services and funding for the Healthy People Healthy Communities Intergovernmental Agreement (IGA). **Health District**

44. Consideration and possible action regarding approval of a purchase order for immunizations from Glaxo-Smith-Kline, to protect against vaccine-preventable diseases, in the maximum amount of $100,000. **Health District**

45. Consideration and possible action regarding the approval of a purchase order for immunizations from Sanofi Pasteur, to protect against vaccine-preventable diseases, in a maximum amount of $100,000. **Health District**

46. Consideration and possible action regarding approval to accept funding from the United Way of Northern Arizona to the Coconino County Public Health Services District (CCPHSD), in the amount of $5,265.00 for FY20, allowing CCPHSD to spend the grant award to provide Teen Clinic medical supplies and services. **Health District**

47. Consideration and possible action regarding approval of Amendment No. 9 of the Emergency Preparedness IGA – CRT043131 between the Arizona Department of Health Services (ADHS) and the Coconino County Health and Human Services District (CCHHS), for the period of July 1, 2019 – June 30, 2020, in the amount of $238,751 per year; this is the first year of a five-year grant cycle which will extend to 2024. **Health District**
48. Consideration and possible action regarding approval of a contract between Steward Health Choice Arizona and Coconino County Health and Human Services (CCHHS), and a corresponding Budget Adjustment in the amount of $21,780, to fund the Health Outcomes through Prevention and Education (HOPE) Coconino Substance Use Prevention Coalition to provide substance use prevention activities for the period of July 1, 2019 through April 30, 2020; the program will fund .125 FTE of the current CCHHS Prescription Drug Overdose Prevention Program staff (which is currently 1.0 FTE). **Health District**

49. Consideration and possible action regarding the award of IFB 2019-04 Full-Body Digital Radiography System to Comp Ray for the Coconino County Health and Human Services (CCHHS) Medical Examiner’s Office and enter into a FY20 contract with Comp Ray in the total amount of $111,409. **Health District**

50. Consideration and possible action regarding approval of the Independent Contractor Agreement for Animal Sheltering Services between High Country Humane and Coconino County Health and Human Services provided during the FY20 Museum Fire and Flood. **Health District**

51. Consideration and possible action regarding approval of the Independent Contractor Agreement for Animal Sheltering Services between Coconino Humane Association and Coconino County Health and Human Services provided during the FY20 Museum Fire and Flood. **Health District**

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

**Discussion and Possible Action:**

52. Discuss and accept the resignation of Risha VanderWey, Superintendent of Schools, to be effective upon appointment of a qualified successor, and discuss the recruitment process. **Human Resources**

**Public Hearing:**

53. Public Hearing, consideration and possible recommendation to the AZ Department of Liquor Licenses and Control regarding a new application for a new Series 7 (Beer and Wine Bar) Liquor License for Kaibab Lodge at Grand Canyon North, LLC, Application #65388, Controlling Person – Rex Gene Maughan, located at 26 MI S JCT HWYS 67 & 89A, Fredonia, Arizona, 86022. **Board of Supervisors**

54. Public Hearing, consideration and possible recommendation to the AZ Department of Liquor Licenses and Control regarding a new application for a new Series 10 (Beer and Wine Store) Liquor License for Raptor Ranch Grocery/Campstore, Application #63371, Controlling Person – Troy Gene Morris, located at HWY 180 & 64, Valle, AZ, 86046. **Board of Supervisors**
**Discussion and Possible Action:**

55. Presentation, discussion and direction regarding Service and Space Reimagined, Capital Facilities. **County Manager**

56. Consideration, discussion, and possible action regarding legislative proposals for the County Supervisors Association of Arizona legislative advocacy process and approval of the draft support letter for Arizona Game and Fish Department's fish hatchery funding increase. **Public Affairs**

**Executive Session:**

57. 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**

58. Discussion and consultation with attorneys to receive legal advice on contemplated litigation pursuant to ARS 38-431.03(A)(3) & (4). **County Attorney**

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

**Adjourn:**

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**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: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Eric Peterson, Public Affairs Director

SUBJECT: Discussion and presentation of Video highlighting July County Activities and Welcome Back to the Board of Supervisors.

RECOMMENDED MOTION:

None - discussion only

BACKGROUND:

Public Affairs will present a short video on highlights and activities of the month of July during BOS summer recess and welcome back the Board to its fall session.

ALTERNATIVES:

The Board could choose to forgo this presentation.

FISCAL IMPACT:

None

ATTACHMENTS:

1 - Staff Report
DATE: August 1, 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:
  
  o District 1 – Supervisor Art Babbott
  o District 2 – Supervisor Elizabeth Archuleta
  o District 3 – Supervisor Matt Ryan
  o District 4 – Supervisor Jim Parks
  o District 5 – Supervisor Lena Fowler

• County Manager's Report

• Chair's Report

• Review and update on Board Planning Calendar and Quorum Postings
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Eric Peterson, Public Affairs Director

SUBJECT: Consideration and possible action regarding the appointment of J Michael Cruz to the Coconino County Hispanic Advisory Council for a four-year term to expire August 5, 2023.

RECOMMENDED MOTION:

Move to appoint J Michael Cruz to the Coconino County Hispanic Advisory Council for a four-year term to expire August 5, 2023.

BACKGROUND:

The Hispanic Advisory Council was organized in 2001 to review and make recommendations to the Board of Supervisors concerning existing and proposed city, county, state and federal issues Hispanics in Coconino County. Currently, the Council has six members: Ruth Eaton; Patty Garcia; John Haro; Barbara Mendez; Frank Moraga; Miguel Vasquez.

ALTERNATIVES:

Not appoint J Michael Cruz to the Council.

FISCAL IMPACT:

None.

ATTACHMENTS:

1 - Staff Report
2 - APPLICATION
3 - RESUME
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>Hispanic Advisory Council</th>
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</thead>
<tbody>
<tr>
<td>Your Name</td>
<td>J Michael Cruz, PhD, LPC, MA</td>
</tr>
<tr>
<td>Supervisor District</td>
<td>District 4 - Jim Parks</td>
</tr>
<tr>
<td>Your Address</td>
<td>899 N Hulet Lane</td>
</tr>
<tr>
<td>Home Phone</td>
<td></td>
</tr>
<tr>
<td>Work Phone</td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
</tr>
<tr>
<td>Fax Number</td>
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<tr>
<td>Are you willing to abide by the Open Meeting and Open Records laws of the State of Arizona?</td>
<td>Yes</td>
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<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>
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<tr>
<td>Do you have access to the internet?</td>
<td>Yes</td>
</tr>
<tr>
<td>Are you able to attend meetings in Flagstaff?</td>
<td>Yes</td>
</tr>
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**Skills and Experience**

| Why do you want to serve on this Board? | I'm new to the area. I'm Mexican American from Texas. Moving to Flagstaff, I feel as thought I can bring an outsider's perspective and help to create/improve the local Hispanic community. |
What prior experience do you have on Boards?

<table>
<thead>
<tr>
<th>What skills and experience would you bring to the Board?</th>
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</thead>
<tbody>
<tr>
<td>(Indicate type and years experience in reference to the Board you are interested in)</td>
</tr>
<tr>
<td>Management</td>
</tr>
<tr>
<td>Years of Experience</td>
</tr>
<tr>
<td>Building Professional</td>
</tr>
<tr>
<td>Years of Experience</td>
</tr>
<tr>
<td>Recreation</td>
</tr>
<tr>
<td>Years of Experience</td>
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</table>

**Experience Continued**

| Artist | Field not completed. |
| Years of Experience | Field not completed. |
| Legal | Field not completed. |
| Years of Experience | Field not completed. |
| Financial | Field not completed. |
| Years of Experience | Field not completed. |
| Scientific | Field not completed. |
| Years of Experience | Field not completed. |
| Medical | Field not completed. |
| Years of Experience | Field not completed. |
| Educator | College Educator- Sociologist |
| Years of Experience | 17 years |
### Experience and Employment

<table>
<thead>
<tr>
<th>Other Experience</th>
<th>Volunteer for various programs in my past- Volunteers in Probation with minors on probation, SPCA, etc.</th>
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</thead>
<tbody>
<tr>
<td>Years of Experience</td>
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<tr>
<td>Current Employer</td>
<td>NACA, Inc.</td>
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<tr>
<td>Job Title</td>
<td>Director of Operations</td>
</tr>
<tr>
<td>Brief Description of Duties</td>
<td>I oversee the non-medical side of our medical health clinic, the majority of our grant-funded community public health programs, and our wellness center.</td>
</tr>
<tr>
<td>Past Employer</td>
<td>Prism Health North Texas</td>
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<tr>
<td>Job Title</td>
<td>Project Connect Director</td>
</tr>
<tr>
<td>Brief Description of Duties</td>
<td>I oversaw a grant funded (TX State Dept of Health Services), 7-program, 14-staff member, $1.5 million dollar budget, program aimed at HIV prevention/AIDS wellness.</td>
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<tr>
<td>Past Employer</td>
<td>First Scholars</td>
</tr>
<tr>
<td>Job Title</td>
<td>Director of Impact Programs</td>
</tr>
<tr>
<td>Brief Description of Duties</td>
<td>I oversaw a grant funded program aimed at first-generation college student success.</td>
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</table>

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.
I am a recent transplant to Flagstaff and currently work for NACA, Inc. (Native Americans for Community Action) as the Director of Operations. Additionally, I’m a second generation Mexican-American, native Spanish speaking Texan. I am engaged with volunteer work at High Country Humane and am very interested in serving on the county Hispanic Advisory Council.

NONPROFIT EXPERIENCE

**NACA, Inc., Flagstaff, AZ**  
*Director of Operations, 2018 – present*
- Manage the non-medical operations of the clinic (back office staff).
- Responsible for the majority of our grant funded programs regarding chronic disease education and management.
- Recruit, onboard, and train new staff.
- Create and manage 13 budgets annually.
- Responsible for all grant funded program reporting (quarterly, semi-annual, annual).
- Engage in community relationships and capacity building.

**Prism Health North Texas, Dallas, TX**  
*Project Connect Director, 2016—2018*
- Managed a state health agency funded HIV/AIDS department.
- Responsible for seven programs, 14 staff, and a $1.75 million annual budget.
- Wrote all reports- quarterly and semi-annual for the state health department.
- Documented progress toward grant goals on a monthly basis.
- Recruited, onboarded, and trained all new staff.
- Served on various agency committees (QI, OSHA, Risk Management).
- Conducted outreach and served as department community representative.
- Edited existing and drafted new program procedures.
- Wrote annual renewal application.

**The Suder Foundation, Plano, TX**  
*Director of Impact Programs, 2014 – 2016*
- Managed the administration of university grant awards.
- Ensured award expectations are met in a timely manner.
- Regularly communicated with campus community partners to meet deadlines.
- Oversaw management of first-generation college student programs.
- Engaged campus partners regarding: first-generation workshops, first-generation StrengthsQuest programming, first-generation living/learning communities, and first-generation professional development programming.
- Blogged for the Foundation
- Facilitated alumni engagement and communication via the First Scholars Alumni Network LinkedIn group.
- Drafted Request for Proposals.
- Evaluated grant applications.
- Planned and hosted our annual working institute of university affiliates.
Legacy Counseling, Dallas, TX  
Staff Counselor, 2012 – 2016

- Engaged in Cognitive Behavioral approach counseling.
- Maintained a client load of 8 per week- half of which are Spanish speakers.
- Conducted 50-minute counseling sessions with each client.
- Maintained accurate, reflective notes about each session.
- Attended trainings as necessary.
- Attended professional conferences of relevant professional associations.

Resource Center, Dallas, TX  
Program Manager- Youth First, 2013 – 2014

In the 18 months that I directed the Center, I:
- Managed the daily operations of an LGBTQ youth program.
- Grew our volunteer base threefold, from five to 15 and recruited, trained, and supervised all staff and volunteers.
- Assisted agency Development Department in grant writing by providing rationale, design, and statistical information on program.
- Engaged in outreach to DFW area community for development/growth of program. Grew youth attendance by 50%, parent attendance by 75%, and professional corporate community involvement by 75%.
- Engaged in program evaluation to determine program efficacy.
- Met with local area youth, community members, parents, school officials, etc. in an effort to provide the most appropriate support for LGBTQ youth.
- Managed program budget.
- Created all marketing materials for outreach.
- Represented the interests of LGBTQ youth on community boards, committees, coalitions, and task forces.
- Provided presentations at workshops, conferences, meetings, etc. related to LGBTQ youth.
- Helped create standard operating procedures for newly acquired LGBTQ youth program.
- Helped draft measurable outcomes and find relevant measurement tools to assess those.
- Represented YF at all community/fundraising programs and events.
- Created and maintained relevant Facebook groups for our youth and volunteers.
- Recruited and trained all YF staff and YF volunteers
- Designed curriculum for an LGBTQ youth volunteer training program.

HIGHER EDUCATION EXPERIENCE  
Previous Employment- Job Accomplishments

Office of General Education, Southern Methodist University, Dallas, TX  
Program Director, Center for Academic-Community Engagement, 2011 - 2013

In my two years directing the Center, I:
- Revived an inactive Center.
- Created policy and application procedure for five different programs.
- Recruited and managed students in five different community service programs.
- Boosted student community involvement threefold in two years. (Specifically: student worker program increased from nine students serving one agency to 20 students serving three agencies; student Fellowship applications increased from three to eight; Housing Program
• Established and maintained functional working relationships with Dallas area community partners. (Jubilee Park, St. Philip’s School and Community Center, I Have A Dream Foundation, Big Thought/Thriving Minds, InterFaith Housing Coalition, Mi Escuelita, Aberg Learning Center)

• Supervised community partner staff members and university students- both volunteers and employees.

• Managed a budget.

• Wrote relevant SACS accreditation language.

• Constructed and maintained an active internet presence with Facebook and a Center webpage.

• Planned and hosted community and student events each semester.

Department of Sociology, Southern Methodist University, Dallas, TX

Senior Lecturer/Advisor- Markets and Culture, 2011 - 2013

Lecturer/Advisor- Markets and Culture, 2006 - 2011

Visiting Assistant Professor, 2005 - 2006

In my teaching and advising role I did the following:

• Taught three undergraduate Sociology classes per semester with up to 30 students per class.

• Advised an average of 90 Markets and Culture students each semester.

• Verified and approved all graduating seniors in Markets and Culture.

• Wrote relevant SACS accreditation language.

• Actively participated in relevant department, college, and university committees.

• Served as reviewer for various publishing outlets (professional journals and textbook companies).

• Served as reviewer for grant funding agencies.

• Regularly engaged in curriculum design and implementation.

• Served as Advisor for various student groups on campus.

Department of Sociology, University of Southern Maine, Portland, ME

Assistant Professor/Academic Advisor, 2001 – 2005

• Taught four undergraduate Sociology classes per semester with up to 50 students per class.

• Advised an average of 40 Sociology students each semester.

• Actively participated in relevant department, college, university, and community committees.

• Maintained an active research agenda.

• Regularly engaged in curriculum design and implementation.

• Served as reviewer for various publishing outlets (professional journals and textbook companies).

• Served as reviewer for grant funding agencies.

• Served as Advisor for various student groups on campus.
EDUCATION

Amberton University, Garland, TX  
M.A., Counseling, December 2011

Texas Woman’s University, Denton, TX  
Ph.D., Sociology, August 2001

University of North Texas, Denton, TX  
Specialist Certificate in Aging, May 2000  
School of Applied Gerontology

University of North Texas, Denton, TX  
M.S., Sociology, December 1996

SKILLS

• Teaching/Training  
• Research Design and Implementation  
• Writing/Publishing  
• Time Management  
• Multitasking  
• Advising/Mentoring  
• Bilingual - Spanish (read, speak, write)  
• Social Media  
• Grant Writing  
• Public Speaking  
• Team Building  
• Problem Solving

• Program Development  
• Curriculum Design  
• Program Implementation  
• Capacity/Relationship Building  
• Staff Supervision  
• Outcomes Oriented  
• Counseling/Mediation  
• Policy and Procedure  
• Risk Management  
• Data Analysis/Report Writing  
• Community/Corporate Outreach and Engagement
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: James Jayne, Coconino County Manager

SUBJECT: Consideration and possible action regarding the appointment of Erika Arlington as the County Legal Defender.

RECOMMENDED MOTION:

To accept the appointment of Erika Arlington as the County Legal Defender.

BACKGROUND:

The previous County Legal Defender resigned effective January 4, 2019. The Board accepted that resignation at a Board meeting on January 8, 2019. Erika Arlington has served as the Interim County Legal Defender to date.

ALTERNATIVES:

The Board may decide not to accept the appointment.

FISCAL IMPACT:

There is no fiscal impact.

ATTACHMENTS:

1 - Staff Report
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Jay Christelman, Community Development Director

SUBJECT: Consideration and possible action regarding the reappointment of Mary Williams to the Planning and Zoning Commission from District 1, for a term to expire June 30, 2023.

RECOMMENDED MOTION:

Reappoint Mary Williams to the Planning and Zoning Commission from District 1, for a term to expire June 30, 2023.

BACKGROUND:

Mary Williams has served as one of District 1’s Planning and Zoning Commissioners since July 2011. During her time as a Planning and Zoning Commissioner she has missed very few Commission hearings and is exceptionally engaged and participatory. Ms. Williams expressed an interest in being reappointed for another term which staff supports.

ALTERNATIVES:

Appoint another representative.

FISCAL IMPACT:

None.

ATTACHMENTS:

1 - Staff Report
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Jay Christelman, Community Development Director

SUBJECT: Consideration and possible action regarding the reappointment of Tammy Ontiveros to the Planning and Zoning Commission, from District 3, for a term to expire on June 30, 2022.

RECOMMENDED MOTION:

Reappoint Tammy Ontiveros to the Planning and Zoning Commission, from District 3, for a term to expire on June 30, 2022.

BACKGROUND:

Tammy Ontiveros has served as one of District 3’s Planning and Zoning Commissioners since August 2010. During her time as a Planning and Zoning Commissioner she has missed very few Commission hearings and is exceptionally engaged and participatory. Ms. Ontiveros expressed an interest in being reappointed for another term which staff supports.

ALTERNATIVES:

Appoint another representative.

FISCAL IMPACT:

None.

ATTACHMENTS:

1 - Staff Report
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Jay Christelman, Community Development Director

SUBJECT: Consideration and possible action regarding the reappointment of Ray Mayer to the Planning and Zoning Commission, from District 2, for a term to expire June 30, 2023.

RECOMMENDED MOTION:

Reappoint Ray Mayer to the Planning and Zoning Commission, from District 2, for a term to expire June 30, 2023.

BACKGROUND:

Ray Mayer has served as one of District 2’s Planning and Zoning Commissioners since 2015. During his time as a Planning and Zoning Commissioner he has missed very few Commission hearings and is exceptionally engaged and participatory. Mr. Mayer expressed an interest in being reappointed for another term which staff supports.

ALTERNATIVES:

Appoint another representative.

FISCAL IMPACT:

None.

ATTACHMENTS:

1 - Staff Report
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Jay Christelman, Community Development Director

SUBJECT: Consideration and possible action regarding the reappointment of John Ruggles to the Planning and Zoning Commission, from District 2, for a term to expire June 30, 2023.

RECOMMENDED MOTION:

Reappoint John Ruggles to the Planning and Zoning Commission, from District 2, for a term to expire June 30, 2023.

BACKGROUND:

John Ruggles has served as one of District 2’s Planning and Zoning Commissioners since 2011. During his time as a Planning and Zoning Commissioner he has missed very few Commission hearings and is exceptionally engaged and participatory. Mr. Ruggles expressed an interest in being reappointed for another term which staff supports.

ALTERNATIVES:

Appoint another representative.

FISCAL IMPACT:

None.

ATTACHMENTS:

1 - Staff Report
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Consideration and possible action to appoint Mary Wiese as a Board member to the Mormon Lake Fire District for a term to end in 2022.

RECOMMENDED MOTION:

To appoint Mary Wiese as a Board member to the Mormon Lake Fire District for a term to end in 2022.

BACKGROUND:

Mormon Lake Fire Chief Kevin Schulte sent a request to the Clerk's office for the Board to appoint Mary Wiese to the Mormon Lake Fire District Board. They have had a vacant seat on their Board since 2017. Since they were unable to fill the vacancy within 90 days, per statute A.R.S. 48-803(B), the Board will need to appoint the member.

Mary Wiese is registered to vote within the Mormon Lake Fire District. She has submitted an application as well. The term for the position is already in progress and ends in 2022.

ALTERNATIVES:

The Board may decide not to appoint the applicant and the position will remain vacant.

FISCAL IMPACT:

There is no fiscal impact with this appointment.

ATTACHMENTS:

1 - Staff Report
2 - APPLICATION
NAME: Mary L. Wiese
ADDRESS: 772 Double Cabin Rd, Mormon Lake, AZ 86038
PHONE: Day 928-354-3302, Evening 928-354-2302, Cell 602-779-7742
EMAIL: mormarywiese@gmail.com
EMPLOYER: N/A
OCCUPATION: Retired
EMPLOYER'S ADDRESS: N/A
HOW LONG EMPLOYED: N/A
VOTER REGISTRATION ID #: 062-537-5
DATE REGISTERED: 05/27/12
PRECINCT: Absentee ballot - registering
ARE YOU RELATED TO ANYONE ON THE FIRE DEPARTMENT? Yes
If yes, who and what is your relationship?
This could cause a conflict of interest on some issues decided by the Board. Arizona Revised Statutes, Title 48-805.03 should be viewed for specifics.

PLEASE LIST THREE REFERENCES (other than relatives):

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>PHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cliff Ayres</td>
<td>P.O. Box 28007, Prescott Valley, AZ 86312</td>
<td>928-254-9180</td>
</tr>
<tr>
<td>Chris Lee-Weekland</td>
<td>18227 W. Onyx Ct, Waddell, AZ 85355</td>
<td>602-377-0484</td>
</tr>
<tr>
<td>Sharron Crawford</td>
<td>2326 W. Lompoc Cir, Mesa, AZ 85202</td>
<td>602-818-6048</td>
</tr>
</tbody>
</table>
Mormon Lake Fire District
1067 Mormon Lake Rd, Mormon Lake, AZ 86038
Phone: 928-354-2231 Fax: 928-354-2334
mormonlakefire.com

Why are you interested in becoming a Mormon Lake Fire District Board member?

1) To help keep our neighbors informed on how the fire board works for them.
2) To do my part in helping to protect our neighborhood, district and forest safe.

What experience do you have that would be an asset to the Mormon Lake Fire District Board?

1) I have worked with the public my entire career:
    as Dep. County Assessor, Big Stone Co., MN
    Corporate Trainer (statewide) for National Bank of Arizona.
2) I feel I am a "team player" and will always act in the best interest of the district.

Other Board Memberships: Salary negotiations board for Big Stone Co., MN
President of Congregational Church board

Special Interests: Several hobbies, especially of our community's need improvement district
+ enjoying retirement!

I certify that the answers given herein are true and complete to the best of my knowledge.

Mary J. Wiese
Applicant's Signature

08-24-2019
Date
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Gary Krcmarik, Coconino County Court Administration

SUBJECT: Consideration and possible action to approve the appointment of Adam Zickerman as a Juvenile Hearing Officer.

RECOMMENDED MOTION:

Approve the appointment of Adam Zickerman as a Juvenile Hearing Officer.

BACKGROUND:

A.R.S. § 8-323 states, “The county board of supervisors shall approve the appointment of justices of the peace as juvenile hearing officers.” A juvenile hearing officer serves a critical role in the operation of the courts within the county. This role is necessary to allow for justice of the peace pro tempores and/or magistrates to preside over certain juvenile hearings to promote the more efficient use of limited judicial resources.

We recommend the Board of Supervisors appoint Adman Zickerman, Williams Magistrate, to serve as juvenile hearing officer, as necessary.

ALTERNATIVES:

The Juvenile Court Judge would preside over all juvenile hearings when the current justices of the peace or pro tempores who have been appointed as a juvenile hearing officer are not available.

FISCAL IMPACT:

No funding impact. The Williams Magistrate's salary is paid by the City of Williams.

ATTACHMENTS:

1 - Staff Report
2 - AO SIGNED BY JUDGE REED
IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF COCONINO

In The Matter of the Appointment  
of Juvenile Hearing Officer  

JUVENILE COURT  
ADMINISTRATIVE ORDER  
NO. 2019-0001

IT IS HEREBY ORDERED, pursuant to Sections 8-202 and 8-323 of the Arizona Revised Statutes, that Adam Zickerman, Magistrate of the Williams Municipal Court, is hereby appointed as Juvenile Hearing Officer to process, hear, and dispose of the following cases committed within Coconino County by persons under eighteen years of age: civil traffic violations; boating or game and fish violations (excluding violations of A.R.S. Section 5-395, Operating or in Actual Physical Control of a Motorized Watercraft While Intoxicated); and the purchase or possession of tobacco; and pretrial detention hearings.

Dated this 15th day of May, 2019

Ted S. Reed  
Presiding Juvenile Court Judge
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Consideration and possible approval of the minutes from the Board of Supervisors’ meetings conducted June 12, 2018, June 18, 2019, June 25, 2019 and July 3, 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 various meetings on June 12, 2018, June 18, 2019, June 25, 2019 and July 3, 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 - JUNE 12, 2018 - MINUTES
3 - JUNE 18, 2019 - MINUTES
4 - JUNE 25, 2019 - MINUTES
5 – JULY 3, 2019 - MINUTES
THE COCONINO COUNTY BOARD OF SUPERVISORS AND 
THE COCONINO COUNTY PARKS AND RECREATION COMMISSION 

JOINT WORK SESSION/RETREAT AND EXECUTIVE SESSION MINUTES 

June 12, 2019 

9:00 a.m. to 2:30 p.m. – Joint Work Session/Retreat 
2:30 p.m. – Executive Session 

The meeting was held at Thornager’s 
2640 W. Kiltie Lane, Flagstaff, AZ 

Board of Supervisors Present: Chairman Matt Ryan, Vice Chair Art Babbott, Supervisor Lena Fowler, Supervisor Elizabeth C. Archuleta, Supervisor Matt Ryan and Supervisor Jim Parks. 

Parks and Recreation Commissioners Present: Members Diane Lenz, Ellen Parish, Beth Tucker, Pam Foti, Brian Blue, , Mary Hendricks and Steve Mongrain. 

Also Present: County Manager James Jayne, Deputy County Manager/Public Works Director Lucinda Andreani, Parks and Recreation Director Cynthia Nemeth-Brien, Assistant Parks and Recreation Director Brian Grube and. 

Chairman Ryan called the meeting to order at approximately 9:00 a.m. 

9:00 am Work Session/Retreat: 

1. Introductions and Opening Remarks 

Parks and Recreation Director Nemeth presented opening remarks and introduced attending members and staff. 

2. Agenda Overview & Context 

Director Nemeth introduced the agenda item topics to be discussed and outlined the elements that need to be identified related to the master planning process.
3. Master Planning Design Implications

Director Nemeth, the Board and Planning and Zoning Commissioners reviewed the Department’s mission and vision and identified factors that could be evaluated and considered so staff could discuss and potentially update the current mission and vision. There was additional review and discussion regarding the Department’s future role in the process.

4. Values, Aspirations, Philosophy of Master Planning Process Discussion in Pairs/Small Groups

Director Nemeth, the Board and Planning and Zoning Commissioners reviewed and discussed potential core values, optimal outcomes and the overarching conditions for a successful process; all of the items identified would help establish a foundation for thinking through and developing the master planning process.

5. Master Plan Design Principles and Critical Success Factors Discussion in Pairs/Small Groups

Director Nemeth, the Board and Planning and Zoning Commissioners reviewed foundational design principles, which included discussions on what was important about how the process was designed and developed.

6. Architecture for Master Planning Process

Director Nemeth, the Board and Planning and Zoning Commissioners reviewed and discussed the following questions:

1. How can we leverage the huge opportunity the master planning process creates to link community leaders, build community capacity and identify informal leadership?
2. How will we recognize when an aspiration that is grounded in our philosophy should be given a green light or when an idea needs to be given a yellow or red light due to the realities of our resources?
3. How can we help citizens be simultaneously excited about what they want and need while understanding Coconino County’s resource realities?

2:30 pm Executive Session:

1. Discussion and consultation with attorney to receive legal advice and consider the Board’s position in pending litigation. Pursuant to ARS 38-431.03(A) (3) (4) the Board may enter executive session. County Attorney

This item was not discussed or addressed by the Board.

There being no further discussion, Chairman Ryan adjourned joint work session at approximately 3:15p.m.
OFFICE OF THE COCONINO COUNTY BOARD OF SUPERVISORS AND THE BOARDS OF DIRECTORS OF THE COCONINO COUNTY FLOOD CONTROL DISTRICT, COCONINO COUNTY PUBLIC HEALTH SERVICES DISTRICT AND KACHINA VILLAGE COUNTY IMPROVEMENT DISTRICT

SPECIAL SESSION, EXECUTIVE SESSION AND REGULAR SESSION MINUTES

June 18, 2019

9:00 a.m. – Special/Executive Session
6:00 p.m. – Regular Session

Executive Sessions were held in the Second Floor Board Room
Regular Session was held in the First Floor Board Room
219 E. Cherry Ave., Flagstaff, AZ, 86325

Present: Chairman Art Babbott, Vice Chairwoman Lena Fowler, Supervisor Matt Ryan and Supervisor Jim Parks.

Absent/Excused: Supervisor Elizabeth C. Archuleta.

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.

Chair Babbott called the meeting to order at 9:05 a.m.

Deputy County Attorney Rose Winkeler recommended the Board go into executive session for item #1-5 on the agenda.

Motion: Enter executive session, Action: approve, Moved by: Vice Chair Lena Fowler, Seconded by: Supervisor Jim Parks. The motion passed unanimously.
Executive Session:

1. 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. 

Present: Chairman Art Babbott, Vice Chair Lena Fowler, Supervisor Matt Ryan, Supervisor Jim Parks.

Absent/Excused: Supervisor Elizabeth C. Archuleta.

Also Present: Human Resources Director Erika Philpot, County Manager Jimmy Jayne joined the executive session at 9:12 a.m.

Chair Babbott concluded this discussion at 11:04 a.m. and moved to the next item on the agenda.

2. Consultation with the Board's attorneys to receive legal advice, discussion of litigation strategies, and provision of instructions to attorney for the County in Village at Aspen, LLC, et al. v. Coconino County (TX2017-001775; TX2018-000239; & TX2019-000022). The Board may enter executive session pursuant to A.R.S. § 38-431.03(3) and/or (4), in order to receive legal advice, and/or consider its position and instruct its attorneys regarding the County’s position regarding these pending litigations, and possible settlement in order to resolve these litigations. County Attorney

Present: Chairman Art Babbott, Vice Chair Lena Fowler, Supervisor Matt Ryan, Supervisor Jim Parks.

Absent/Excused: Supervisor Elizabeth C. Archuleta.

Also Present: Deputy County Attorney Brian Furuya, Deputy County Attorney Yvonne Vieau, Deputy County Assessor Michael Combrink, Senior Manager Appraiser Kelly Murphy, Clerk of the Board Lindsay Daley.

Chairman Babbott started this discussion at 11:09 a.m.

Chairman Babbott concluded this discussion at 11:31 a.m.

3. Discussion or consultation for legal advice with attorneys regarding County advisory councils and committees, pursuant to A.R.S. 38-431.03 (A)(3) the Board may enter into executive session. County Attorney

Present: Chairman Art Babbott, Vice Chair Lena Fowler, Supervisor Matt Ryan, Supervisor Jim Parks.

Absent/Excused: Supervisor Elizabeth C. Archuleta.
Also Present: County Manager Jimmy Jayne, Deputy County Attorney Rose Winkeler, Clerk of the Board Lindsay Daley.

Chairman Babbott started this discussion at 11:32 a.m.

Chairman Babbott concluded this discussion at 12:02 p.m. an opened the door of the room.

Deputy County Attorney Rose Winkeler recommended the Board go into executive session for item #4 on the agenda.

**Motion:** resolve as the Flood Control District Board of Directors, **Action:** approve, **Moved by:** Vice Chair Fowler, **Seconded by:** Supervisor Jim Parks. The motion passed unanimously.

**Motion:** Enter executive session, **Action:** approve, **Moved by:** Vice Chair Fowler, **Seconded by:** Supervisor Matt Ryan. The motion passed unanimously.

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

**Present:** Chairman Art Babbott, Vice Chair Lena Fowler, Supervisor Matt Ryan, Supervisor Jim Parks.

**Absent/Excused:** Supervisor Elizabeth C. Archuleta.

Also Present: County Manager Jimmy Jayne, Deputy County Attorney Brian Furuya, Deputy County Attorney Rose Winkeler, County Engineer Christopher Tressler, Clerk of the Board Lindsay Daley.

Chairman Babbott started this discussion at 12:03 p.m.

Supervisor Ryan stepped out of the room at 12:19 p.m. and returned at 12:22 p.m.

Chairman Babbott concluded this discussion at 12:37 p.m. and opened the door.

**Motion:** Resolve as the Board of Supervisors, **Action:** approve, **Moved by:** Supervisor Matt Ryan, **Seconded by:** Supervisor Jim Parks. The motion passed unanimously.

Deputy County Attorney recommended the Board go into executive session for item #5.

**Motion:** Enter executive session, **Action:** approve, **Moved by:** Supervisor Matt Ryan, **Seconded by:** Supervisor Jim Parks. The motion passed unanimously.
5. Discussion of purchase, sale or lease of real property and contract negotiations. The Board of Supervisors may convene in executive session pursuant to Ariz. Rev. Stat. 38-431.03(A)(7) and (A)(4) to discuss or consult with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property and to instruct its attorneys regarding the Board's position. **Parks and Recreation**

**Present:** Chairman Art Babbott, Vice Chair Lena Fowler, Supervisor Matt Ryan, Supervisor Jim Parks.

**Absent/Excused:** Supervisor Elizabeth C. Archuleta.

**Also Present:** County Manager Jimmy Jayne, Deputy County Attorney Rose Winkeler, Clerk of the Board Lindsay Daley

Chairman Babbott started the discussion at 12:40 p.m.

Chairman Babbott concluded the discussion at 12:58 p.m.

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**Regular Meeting**

**6:00 p.m.**

**First Floor Board Room**

**219 E. Cherry Ave., Flagstaff, AZ**

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

**Absent/Excused: 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 6:04 p.m. and led the pledge of allegiance.

**Call to the Public:**

Arizona at Work Coconino County Business Services Team Chairwoman Kristina Caldwell said she works for Goodwill located at 4308 E. Route 66, Flagstaff.

Director of the Career Center and member of Coconino County Business Services Team, Carol Curtis, stated she lives at 950 Turquoise Drive, Flagstaff, Arizona.
Business Retention Expansion Manager for the City of Flagstaff and member of Coconino County Business Services Team, John Saltonstall, stated he lives at 3301 S. Hillary Lane.

Daniel Gonzales said he was a local Veterans Employment Representative for the Department of Economic Security located at 1701 N. Fourth Street.

Coconino County Business Services Team Member, Cindy Wilson, stated she lives at 11930 Butterfly Lane, Flagstaff, Arizona.

Kristina Caldwell said the mission of the Business Services Team is to strengthen and grow business relationships in major industry sectors through outreach, identifying and eliminating skills gaps and linking workforce with economic development through collaboration with community partners. She noted one of the Teams’ initiatives is to help recruit local law enforcement for local agencies. The team met with the top leaders of each agency and worked on strategies to enhance their current efforts. She displayed a show community support poster. The posters will be distributed, along with mainstream media, to show support of local law enforcement. Positive public support is necessary and meant to show law enforcement that Flagstaff and Coconino County supports and appreciates them.

**Proclamation:**

6. Consideration and possible action regarding approval of a proclamation designation the month of July 2019 as Nation of Patriots Month in Coconino County. **Board of Supervisors**

Supervisor Parks introduced Nations of Patriots Chairman Rick Bitzer, Regional Commander Dan Smith and Treasurer Becky Smith.

Supervisor Parks read the proclamation into the record.

**Motion:** Move to approve a proclamation designating the month of July 2019 as Nation of Patriots Month in Coconino County, **Action:** approve, **Moved by:** Supervisor Jim Parks, **Seconded by:** Supervisor Matt Ryan. The motion passed unanimously.

Mr. Dan Smith explained that the Nation of Patriots is a national volunteer organization that raises money for veterans’ families. The Patriots travel through 48 states, beginning at Beaver Dam, Wisconsin, to spend all year talking to folks to gather money to help combat veterans and their families with many financial issues that the Veterans Administration cannot help with.

Mr. Rick Bitzer said Dan Smith and Becky Smith were the original riders for the Nation of Patriots Flag. Because of last year’s support from Coconino County, Nation of Patriots became the number one fund raiser nationwide, raising $56,000 in support for Veterans.
Supervisor Archuleta expressed her thanks and appreciation to those who support our Veterans. She noted she is currently at the Capitol, looking out a window and listening to this discussion; this subject makes her feel deep gratitude and appreciation.

Supervisor Ryan said that he enjoys working with each of the representatives and that the work they do for the Veterans and their families is very important.

Vice Chairwoman Fowler said it was good to hear about the organization. She thanked the representatives for their dedication on behalf of our children, relatives and community members and for reaching out to the Veterans.

Supervisor Parks noted he has a cousin who owns a restaurant in Quantico, Virginia. When his cousin was a young man he joined the Marine Corp after changing his birth certificate many times to be eligible. After bootcamp he was in the first invasion in Sai Pan, then fought in the Korean War and Vietnam War. His restaurant is called the Golden Laurel and he would like to invite Nation of Patriots’ Representatives to stop at his restaurant when they travel through Virginia. He really appreciates their services and would like to meet you.

Chairman Babbott recognized the work being done by the Patriots and commented on the responsibility that is owed to individuals who sacrifice their service. He feels it is a family responsibility that everyone owns.

Mr. Bitzer noted the flag will arrive in Kingman, Arizona on July 5th at 12:00 p.m. then the group will travel to Williams for a memorial service, then Wild West Junction and Little America for a car show. He spoke about further planned events.

**Action Items:**

7. Consideration and possible action regarding selection and appointment of a chair and vice chair from among the Board of Supervisors to serve a term that begins June 18, 2019 and ends March 10, 2020. **Board of Supervisors**

Chairman Babbott said it has been a privilege being the Chair for the last nine and a half months.

Supervisor Parks thanked Chairman Babbott for his tenure and great leadership.

**Motion:** Move Supervisor Fowler be elected to Chairmanship of this Board of Supervisors, **Action:** approve, **Moved by:** Supervisor Jim Parks, **Seconded by:** Supervisor Matt Ryan. The motion passed unanimously.

**Motion:** Move to nominate Supervisor Parks to fill the Vice Chair position, **Action:** approve, **Moved by:** Supervisor Matt Ryan, **Seconded by:** Supervisor Elizabeth Archuleta. The motion passed unanimously.

Newly appointed Chair, Supervisor Fowler, thanked Supervisor Babbott for his leadership and spoke about the various issues and important projects he has guided to completion.
Supervisor Ryan said he enjoyed Supervisor Babbott’s leadership. Adding that he brings energy and passion to the Board but most importantly, he accomplished so many things. He appreciates his humor and comradery.

Supervisor Archuleta expressed her appreciation for Supervisor Babbott’s leadership as Chairperson, which did not go unnoticed.

Supervisor Babbott thanked the Board for all their sacrifices and hard work. He recognized his assistant Michele Ralston for her work and spoke about the heavy load the Executive Assistants carry.

Supervisor Babbott called for a break at 6:36 p.m.

Supervisor Fowler, now seated as Chairperson, reconvened open session at 6:40 p.m.

8. Consideration and possible action regarding approval of a $285,000 budget appropriation increase to the FY2019 County Manager Contingency Fund for mandated Restoration to Competency Services for the Courts. **Courts**

Chairwoman Fowler noted County Manager Jayne has been excused for the meeting and Deputy County Manager Lucinda Andreani is sitting in for Manager Jayne.

**Motion:** Move approval of a $285,000 budget appropriation increase to the FY2019 County Manager Contingency Fund for mandated Restoration to Competency Services for the Courts, **Action:** approve, **Moved by:** Supervisor Matt Ryan, **Seconded by:** Supervisor Jim Parks. The motion passed unanimously.

Courts Administrative Senior Manager Martie Delgadillo thanked the Board for approving the item.

**Board of Supervisors Consent Agenda:**

**Motion:** Move to approve Consent Agenda Items #9 through #42, minus Items #11 and 16, **Action:** approve, **Moved by:** Supervisor Art Babbott, **Seconded by:** Supervisor Matt Ryan. The motion passed unanimously.

9. Approve the minutes from the Board of Supervisors meeting conducted May 21, 2019.

10. 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.
## Run Date | Warrant Numbers | Computer Register Totals
--- | --- | ---
05/30/2019 | EFT – 6058 – 6090 - | $28,630.11
05/30/2019 | Checks – 91908576 – 91908733 | $2,409,493.29
06/06/2019 | EFT – 6091 – 6126 - | $1,295,793.76
06/06/2019 | Checks – 91908734 – 91908896 | $727,784.04

### 11. Separated: Consideration and possible action regarding approval of Community Grant funding from District 1 in the amount of $400.00, District 2 in the amount of $300.00, and District 3 in the amount of $400.00, District 4 for in the amount of $400, to the Northern Arizona Celtic Heritage Society to provide funding for an annual cultural and educational festival. **Board of Supervisors**

Supervisor Ryan said he would like to add an additional $500.00 to reach the $2,000.00 requested by Northern Arizona Celtic Heritage Society; for a total of $900.00 coming from District 3.

**Motion:** Move approval of the motion with the modification made. **Action:** approve, **Moved by:** Supervisor Matt Ryan, **Seconded by:** Supervisor Jim Parks. The motion passed unanimously.

### 12. Consideration and possible action regarding approval of the designation of Michael Townsend as the Chief Fiscal Officer of Coconino County with the authority to submit the Fiscal Year 2020 expenditure limitations report to the auditor general, as required by ARS 41-1279.07.E. **Board of Supervisors**

### 13. Consideration and possible action to reappoint Howard C. "Chuck" Johnson Owner/Principal of Johnson Appraisal Group, PLLC or a qualified designee by the principal to serve as the Hearing Officer for the Board of Equalization and Tax Appeal hearings at a rate of $65 per hour with a four-hour minimum for hearings, $25 per training hour not to exceed 24 hours, and travel per diem as allowed by the Government Accounting Office at the time of the hearings and training. **Board of Supervisors**

### 14. Consideration and possible action to appoint Kerry (Casey) Nugent precinct 6; Karyn Riedell, precinct 7; Joseph Canepa, Flagstaff 14; Nathan Jones, precinct 40, as Democratic Precinct Committeepersons, each for a term to expire October 1, 2020 and as requested by the Coconino County Democratic Party to fill vacancies created from lack of candidates during the 2018 election. **Board of Supervisors**

### 15. Consideration and possible action regarding approval of a Community Grant application from District 1 in the amount of $2,000.00, District 2 in the amount of $1,500.00, and District 4 in the amount of $400.00, for a total of $3,900.00, to the Literacy Volunteers of Coconino County/The Literacy Center to assist with launch a pilot children's literacy program in the fall of 2019. **Board of Supervisors**
16. **Separated**: Consideration and possible action to approve a budget adjustment from District 1 Community Initiative funds for $499 and District 2 Community Initiative funds for $500 to Public Affairs for the Juneteenth event. **Board of Supervisors**

Supervisor Ryan requested to add an additional $200.00 from District 3.

Supervisor Parks requested to add an additional $500.00 from District 4.

**Motion**: Move approval modifying in those amounts, **Action**: approve, **Moved by**: Supervisor Matt Ryan, **Seconded by**: Supervisor Art Babbott. The motion passed unanimously.

17. Consideration and possible action regarding the approval of the First Amendment with Treatment Assessment Screening Center, Inc. (TASC) for urine and oral fluid testing for clients of the Adult Probation Department and the Coconino County Recovery Court for FY 2020 in an amount not to exceed $200,000.00. **Adult Probation**

18. Consideration and possible action regarding approval of the appointment of Regina Salas, City of Flagstaff Councilmember, to the Coconino Workforce Development Board for a 2-year term expiring on May 14, 2021. **Career Center**

19. Consideration and possible action regarding approval of Intergovernmental Agreement #ADES15-089142, Amendment No. 14, between Coconino County Community Services and AZ Department of Economic Security, and corresponding budget amendment for a contract reimbursement ceiling in the amount of $801,972, for the period July 1, 2019 through June 30, 2020. **Community Services**

20. Consideration and possible action regarding approval of the Independent Contractor Agreement between Wildfire, formerly Arizona Community Action Association (Contract No. 07012019-20), and Coconino County Community Services for FY20 in the amount of $54,918, and corresponding budget amendment, to provide utility assistance including bill assistance, utility deposits, repair and replacement of appliances to eligible low income households, effective July 1, 2019 through June 30, 2020. **Community Services**

21. Consideration and possible action regarding approval of Contract No. 202012347NTR, in the amount of $151,362 and 202031235TSP in the amount of $11,970.00, between Northern Arizona Council of Governments - Area Agency on Aging (NACOG-AAA) and Coconino County Community Services (CCCS) and the corresponding budget adjustment to provide meals and transportation services to senior citizens and disabled adults of Coconino County from July 1, 2019 through June 30, 2020. **Community Services**
22. For consideration and possible action to re-appoint Patricia Helgeson to serve on behalf of Supervisor Matt Ryan (District 3) to the Community Action Advisory Board for a two-year term to expire June 20, 2021. Community Services

23. Consideration and possible action regarding approval and authorization of offers of judgment in those certain tax valuation appeals pending before the Arizona Tax Court known as Village at Aspen, LLC, et al. v. Coconino County (TX2017-001775 & TX2018-000239), in form as attached, and on those grounds and for those reasons as specified in executive session. County Attorney

24. Consideration and possible action regarding approval of the second amendment to renew the contract with SCRAM of Arizona, Inc., to provide home detention, electronic monitoring and continuous alcohol monitoring to clients in all four Justice Courts and Superior Court, for the term of July 1, 2019 through June 30, 2020 (FY2020). Courts

25. Consideration and possible action regarding award of RFP 2019-103 and approval of the new contract term beginning FY2020 with Flagstaff Medical Center to provide Behavioral Health Treatment Services to the Superior Court Recovery Court program totaling $145,000; this contract allows for four additional one-year renewals. Courts

26. Consideration and possible action regarding approval of Resolution 2019-15, designating Michael Townsend as Coconino County Chief Finance Officer and the County’s Agent for application for emergency assistance to appropriate State and Federal agencies. Emergency Management

27. Consideration and possible action regarding approval of the FY2019 Forest Fee Distribution for Schools and Roads. Finance

28. Consideration and possible action regarding approval of the Public Safety Personnel Retirement System (PSPRS) and Corrections Officers Retirement Plan (CORP) Pension Funding Policy created in accordance with ARS 38-863.01. Finance

29. Consideration and possible action regarding approval of the Forest Service's Community Forest Program Grant agreement in the amount of $280,500, awarded to the Coconino County for the Miller Property. Parks and Recreation

30. Consideration and possible action regarding approval of a second contract amendment for Nexxus Consulting, for a term beginning August 1, 2019 and ending July 31st, 2020, for a value of $94,370. Public Affairs
31. Consideration and possible action regarding the award of Bid 2019-05, Propane to AmeriGas Propane, LP DBA Titan Propane, as the Independent Contractor to provide propane to Public Works, providing the most responsible and responsive bid. **Public Works**

32. Consideration and possible action regarding approval and acceptance of a Cooperative Agreement between the USDA Forest Service and Coconino County Public Works Department, for cooperative planning, survey, design, construction, reconstruction, improvement and maintenance on a total of 286.27 miles of road: Coconino National Forest – 156.67 miles, Kaibab National Forest – 116.71 miles, Apache Sitgreaves National Forest – 7.30 miles and Prescott national forest – 5.60 miles. **Public Works**

33. Consideration and possible action regarding approval of an Agreement with Ninyo & Moore Geotechnical and Environmental Sciences Consultants and the County for on-call geotechnical services for projects up to $100,000.00. **Public Works**

34. Consideration and possible action regarding approval of an Agreement with Speedie and Associates, Inc. and the County for on-call geotechnical services for projects up to $100,000.00. **Public Works**

35. Consideration and possible action regarding approval of an Agreement between Western Technologies, Inc. and Coconino County for on-call geotechnical services for projects up to $100,000.00. **Public Works**

36. Consideration and possible action regarding approving an increase of $30,000.00 to a purchase order with the total amount of $200,000.00 for tire purchases with Golightly Tire, under state contract CTR042117 for the remainder of this year and for FY20. **Public Works**

37. Consideration and possible action regarding approval of an Agreement with CMT Engineering Laboratories and the County for on-call geotechnical services for projects up to $100,000.00. **Public Works**

38. Consideration and possible action regarding approval of a budget amendment and carryover to FY20 for Mechanical Services division for the purchase of three vehicles, in the amount of $88,874.56. **Public Works**

39. Consideration and possible action regarding approval of the Third amendment of an Agreement with CRM of America, LLC, to provide waste tire disposal for a one-year period at the cost of $173,662.00. **Public Works**

40. Consideration and possible action regarding approval of the first amendment of an Agreement with Pro Petroleum, Inc. to purchase bulk fuel for a one-year period beginning July 1, 2019, not to exceed $1,200,000.00. **Public Works**
41. Consideration and possible action of the approval of a carry-over from FY19 to FY20 in the amount of $80,000.00, and purchase of a backup server system from Dell, Inc. using State Contract #ADSPO16098163 in the amount of $79,965.44. Sheriff

42. Consideration and possible action regarding approval of a Budget Adjustment for Special Education Services, a fee-for-service project of CCESA Innovation & Development, to increase budgeted Revenues by $23,000 and Salaries, Benefits and Other Professional Services in the amount of $31,352, with a service period from July 1, 2018 to June 30, 2019. Superintendent of Schools

Motion: Resolve as the Flood Control District Board of Directors, Action: approve, Moved by: Supervisor Art Babbott, Seconded by: Supervisor Matt Ryan. The motion passed unanimously.

Flood Control Consent Agenda:

Motion: Move to approve Consent Agenda for the Flood Control District, Action: approve, Moved by: Director Matt Ryan, Seconded by: Director Art Babbott. The motion passed unanimously.

43. Consideration and possible action regarding approval of an Agreement between Ninyo & Moore Geotechnical and Environmental Sciences Consultants and the County Flood Control District for on-call geotechnical services for projects up to $100,000.00. Flood Control

44. Consideration and possible action regarding approval of an Agreement with Speedie and Associates, Inc. and the County Flood Control District for on-call geotechnical services for projects up to $100,000.00. Flood Control

45. Consideration and possible action regarding approval of an Agreement between Western Technologies, Inc. and the County Flood Control District for on-call geotechnical services for projects up to $100,000.00. Flood Control

46. Consideration and possible action regarding approval of an Agreement with CMT Engineering Laboratories and the County Flood Control District for on-call geotechnical services for projects up to $100,000.00. Flood Control

Motion: Resolve as the Board of Supervisors, Action: approve, Moved by: Director Art Babbott, Seconded by: Director Matt Ryan. The motion passed unanimously.

Motion: Resolve as the Health District Board of Directors, Action: approve, Moved by: Supervisor Matt Ryan, Seconded by: Supervisor Jim Parks. The motion passed unanimously.
Health District Consent Agenda:

**Motion:** Move to approve the Consent Agenda for the Health District, **Action:** approve, **Moved by:** Director Matt Ryan, **Seconded by:** Director Jim Parks. The motion passed unanimously.

47. Consideration and possible action regarding approval of 2020 Grant Award GRA-RC003-19-0923-01-Y2 between First Things First and the Coconino County Public Health Services District for the period of July 1, 2019 through June 30, 2020 including a .05 FTE staffing increase for a Registered Dental Hygienist for the total amount of $137,000 to provide education, oral health screenings, and fluoride varnishing to children through age 5 and pregnant women. **Health District**

**Motion:** Resolve as the Board of Supervisors, **Action:** approve, **Moved by:** Director Art Babbott, **Seconded by:** Director Jim Parks. The motion passed unanimously.

**Motion:** Resolve as the Kachina Village Improvement District Board of Directors, **Action:** approve, **Moved by:** Supervisor Matt Ryan, **Seconded by:** Supervisor Jim Parks. The motion passed unanimously.

KVID Consent Agenda:

**Motion:** Move to approve the Consent Agenda for Kachina Village Improvement District, **Action:** approve, **Moved by:** Director Matt Ryan, **Seconded by:** Director Jim Parks. The motion passed unanimously.

48. Consideration and possible action regarding approval of nine (9) new residential water/wastewater connections to the Kachina Village Improvement District (KVID) water/wastewater system. **KVID**

**Motion:** Resolve as the Board of Supervisors, **Action:** approve, **Moved by:** Director Jim Parks, **Seconded by:** Director Matt Ryan. The motion passed unanimously.

Public Hearing:

49. Public Hearing, consideration and possible adoption of Ordinance 2019-08, approving a zone change from RS-36,000 (Single Family Residential) to CG-10,000 (Commercial General) on the eastern half of a 0.93-acre parcel in Munds Park; the property is located at 17612 Fairway Dr. and is further identified as parcel number 400-37-001D; the applicant is Thomas Ryan of Scottsdale. **Community Development**

Community Development Director Jay Christelman highlighted the property owners request for a zone change from RS-36,000 (Single Family Residential) to CG-10,000 (Commercial General), on the eastern half of a 0.93-acre parcel; this will eliminate split zoning on the property. He
described surrounding land uses and reviewed the required administrative findings that must be made for consideration and approval of the item.

Chairwoman Fowler opened the public hearing for comments at 6:56 p.m.

Bill Spain said he resides at 17825 Golden Pond, Munds Park, Arizona. He said the property has been in disrepair with deferred maintenance, dead trees, etc., and they have done a tremendous amount of work already. Neighbors are present in support of the request and he will continue to put a lot of money and effort into the property.

Chairwoman Fowler closed the public hearing at 6:59 p.m.

Supervisor Ryan said he appreciates what Mr. Spain is doing and feels the community will be excited. He said for the record he could make the findings.

**Supervisor Matt Ryan moved** to Approve Ordinance 2019-08, approving a zone change from RS-36,000 Single Family Residential to CG-10,000 General Commercial, for parcel number 400-37-001D, a 0.93-acre parcel in Munds Park.

There was discussion on the motion.

Supervisor Babbott thanked Mr. Spain for investing in the community and **seconded the motion.**

Chairwoman Fowler called for the question. **The motion passed unanimously.**

**50. Public Hearing, consideration and possible adoption of Ordinance 2019-09, approving a one-year extension of a zone change for Conditional Zoning from General to RS-6,000 to allow the filing of a Final Subdivision Plat for the Kachina Village North subdivision on 40.11 acres located in the northwest corner of Kachina Village off Tovar Trail west of I-17 and identified as Assessor’s Parcels 116-12-001A and 116-30-048F, 048G, 048H, 048J; the applicant is Kachina 36 LLC, Tempe. Community Development**

Community Development Director Jay Christelman highlighted ZC-08-008, a request for a one-year extension for a Conditional Zoning from General to RS-6,000 to allow the filing of a Final Subdivision Plat for the Kachina Village North subdivision. He noted there is no stipulation in the Zoning Ordinance that requires a one-year extension and highlighted the required administrative findings that must be made for consideration and approval of the item.

Chairwoman Fowler opened the public hearing for comments at 7:03 p.m.

Representative Gene Baker said we are back for a one-year extension of zoning. The project is under contract and they have been working hard to find a developer who could bring the project to fruition. This will provide lower price point housing for the County.
Supervisor Babbott asked if Mr. Baker would have a need to extend the zoning to two years. Mr. Baker said it would help greatly.

Chairwoman Fowler closed the public hearing at 7:05 p.m. as there were no further comments from the public.

Upon inquiry from Supervisor Babbott, Deputy County Attorney Winkeler affirmed the Board could strike all one-year extension references in the ordinance, by including same in the motion to make it two years.

**Motion:** Move to adopt Ordinance 2019-09, approving a two-year extension of a zone change for Conditional Zoning from General to RS-6,000 to allow the filing of a Final Subdivision Plat for the Kachina Village North subdivision on 40.11 acres, for parcel numbers 116-12-001A and 116-30-048F, 048G, 048H, 048J in Kachina Village, and in the motion a note of modifying the two years in the ordinance, that we will make the changes to anywhere that one year is in there that we extend it to two years, **Action:** approve, **Moved by:** Supervisor Matt Ryan, **Seconded by:** Supervisor Jim Parks. The motion passed unanimously.

Chairwoman Fowler called for a break at 7:10 p.m. and reconvened open session at 7:23 p.m.

Chairwoman Fowler spoke about the public hearing process and procedures to be used for speaking during public comment in the next item.

Deputy County Attorney Rose Winkeler explained the reason that a super majority vote is required in the next matter. Per state statute, if 20% of a surrounding property owners by area and number within the zoning area around the property proposed for re-zoning file a protest, then it requires a vote of three-quarters of the Board in favor of the zoning code change to pass.

Supervisor Archuleta noted telephonically that she has all the materials before her for review and is watching this meeting live-streamed.

Chairwoman Fowler further noted for the record, that the Board has been provided copies of all the emails and letters sent in this matter.

51. Public Hearing, consideration and possible adoption of Ordinance 2019-07, approving a zone change from AR-1 (Agricultural Residential, 1 acre minimum parcel size) to RS-16,000 (Residential Single Family, 16,000 square foot minimum parcel size) on three parcels totaling 2.28 acres in Oak Creek Canyon; the properties are located at 251, 451, and 500 Lower Indians Garden Drive and are further identified as parcel numbers 405-28-003A, 004, and 005; the applicant is David Ellis of Sedona on behalf of the two other property owners. **Community Development**

Assistant Community Development Director Jess McNeely presented a powerpoint that highlighted the property owners request for a zone change from AR-1 (Agricultural Residential, 1 acre minimum parcel size) to RS-16,000 (Residential Single Family, 16,000 square foot
minimum parcel size) on three parcels totaling 2.28 acres in Oak Creek Canyon; the properties are located at 251, 451, and 500 Lower Indians Garden Drive and are further identified as parcel numbers 405-28-003A, 004, and 005.

He answered questions asked by individual Board members regarding the square footage of the properties and entitlement rights to accessory dwelling units as well as, legal non-conforming uses as they relate to lot coverage and setbacks.

Upon inquiry from the Board, Deputy County Attorney Winkeler said if the building is damaged to the extent it exceeds 50%, the non-conforming use cannot be continued. There is a statement that if it is used for single family residential purposes it can be restored with a conditional use permit.

Assistant Community Development Director McNeely answered questions asked by individual Board members regarding the legal non-conforming issue of the two accessory dwellings. He further reviewed the required administrative findings that must be made for consideration and approval of the item.

Upon inquiry from Supervisor Babbott, Assistant Director McNeely clarified finding number 2 as it relates to deed restrictions. He noted staff felt there needed to be a restriction to limit the property to the three dwelling units on the property including and together with any future parcels split therefrom; that would run with the land and not property owners.

Supervisor Parks inquired about flood way limits on the parcels. Assistant Director McNeely noted it is very difficult to get approval for building in a flood way. The proposed lot split would make it even more difficult.

Counsel for the applicants, Tony Cullum, noted his assistant is passing out a binder for the Board to review. He said he would like to thank the Planning and Zoning Commission for their hard work, with their meeting ending after midnight. He spoke about their recommendation to the Board to unanimously approve the applicants request and, the need to eliminate non-conforming uses; providing examples of various issues of same. The Ellis’s do not have room to build another development on the property as it is right next to the creek. In addition, the property owners are providing a promise (deed restriction) to not build another dwelling unit. Exhibit H in the binder distributed provides a definition of “density” as well as other pictures that show the property abuts a creek that drops off.

Mr. Cullum continued to speak about the Oak Creek Area Plan, the HOA approved water/wastewater service system and provider, Comprehensive Plan goals and Zoning Ordinance Section 3.13.A. The applicants are trying to bring the dwelling units into conformity and are not proposing additional building. This is a re-zoning of an individual lot and it is not spot zoning.

Attorney Steve Schwartz said he would like to deal with the point of information with the issue of structure destruction and replacement. He said he thinks the Board is being dealt a load of bunk. Zoning Ordinance 3.13.C specifically states that if the property is being used for residential use the non-conformity doesn’t matter, it can be rebuilt. All the properties in Oak
Creek Canyon are legal non-conforming use. There is an Arizona statute that protects the rights of property owners, saying that you can’t stop them from re-building unless you pay them for the value of what you’re taking from them. He spoke about a directive and priorities in the Oak Creek Area Plan, page 112, all future development of private lands within the canyon shall be restricted to single family uses, at a density not to exceed 1 unit per net developable acre.

 Supervisor Babbott requested Mr. Schwartz read number 21 of the Oak Creek Area Plan, it does not read as stated by Mr. Schwartz. He said it reads “all future development of undeveloped land.” You said all private land, misstating the Area Plan. It is very frustrating for you to come up and read something when you have changed the words.

 Mr. Schwartz apologized and noted it is frustrating that this whole thing is being led by frustration and fear. He continued to speak about the Oak Creek Area Plan’s intention to protect the area by not creating lots under one acre; the point of the plan is to protect from further development. There are environmental issues with the plan. Community Development and the applicant have determined there is a need to change the policy by changing the zoning instead of changing the Area Plan. There needs to be conformity with the law. All this is doing is stepping non-conformity up the chain. He requested the Board consider community buy-in in this matter. His assistant passed out two documents to the Board (copies of which were provided to the Clerk of the Board). Mr. Schwartz noted there is not a single contiguous property in favor of the rezone; describing color coordinated maps of 300 foot area residents and their position on the request to rezone. There is overwhelming opposition that should be considered by the Board. He apologized to the Board for misstating the Oak Creek Area Plan.

 Supervisor Archuleta noted she only received one of the pages. Supervisor Parks said he just emailed them to her.

 Chairwoman Fowler opened the public hearing for public comment at 8:34 p.m.

 For the record, Vice Chairman Parks noted Nancy Showalter is in favor of the item but does not wish to speak. Robert Wendt does not wish to speak but is opposed to the item. Enocha Ryan noted she is in favor of this item but does not wish to speak to the Board.

 David Ellis stated he first came to Arizona in 1962, visiting Oak Creek Canyon in 1964, and would do nothing to harm the canyon. He is a registered professional engineer and served on the Litchfield Park Planning and Zoning Commission. The facts in this case strongly argue approval of this case. He noted the Indian Garden Community is gated community accessed only by a private bridge. They are essentially separated from the outside world by topography, with very dense foliage that limit view from across the creek. Most of the protesters are from across the creek with virtually no interface. Of the 25 families of the community, only three of twenty-five have protested. One is Elizabeth Hunzicker and the other two are Air B and B’s owners in opposition. It is important to understand that most of the protesters aren’t even close neighbors at all. The only precedent we set is good precedent by bringing properties into compliance without increasing density.
Marcy Ellis noted she is a 13-year resident at 251 Indian Gardens. She spoke about the topography of Indian Gardens. Current zoning has always been inappropriate and no one in the area has one acre. The application is consistent with the County’s objective to bring non-conforming properties into conformance and consistent with the Oak Creek Area Plan to not increase density. We have agreed to a restriction to not add another dwelling, just simply looking to legalize an existing situation. She described the current dwellings on the property and requested the Board’s consideration to approve the application.

Elizabeth Hunzicker of 210 Lower Indian Gardens Drive, across the street from the Ellis’s, said the whole issue came up when in 2016 the Board of Adjustments said “no” that this property cannot split for so many relevant reasons; the biggest was setting precedence in Oak Creek Canyon. The reasons were relevant then and still are. She has been in Oak Creek Canyon for 35 years in Indian Gardens and this will set precedence that other people are going to come in and say they want to rezone their property and split it to put a bed and breakfast up. She explained that any redevelopment would precipitate a system of last resort changes. She noted properties change and get bought by other people, then they try to develop on the splits. Her environmental concerns will be addressed by the engineer.

Ronald Williams, 220 Ridge Road, Sedona, Arizona, resident for about 47 years, said this is a very unique opportunity to correct a wrong, put the proper zoning on these parcels of property.

Ingrid Hardy, P.O. Box 3352, Sedona, resides at 3620 Fairway Circle in Cornville. She requested to donate her three minutes to Mr. Maher for a powerpoint presentation.

Chairwoman Fowler said no, this is the time for the public to speak their statements.

Ms. Hardy noted she is opposed and wonders why there is a request to split if they are not wanting any change, such as building something. This sets a precedence for other property owners.

Eric Ellis noted he is a son of the applicants and loves the area. He supports his parents and encouraged the Board to support the re-zoning. One of the dwellings has a renter and it would be catastrophic for a fire to take the building down and one of the buildings would not be allowed to be rebuilt without the rezoning. He listened to the opposition and something does not feel right. He spoke about the information being spread to the neighbors in opposition to make them fearful. He requested the Board consider the facts.

Gordon Burke of 300 Upper Indian Gardens said he is in favor of the split. He didn’t realize when he bought his property 20 years ago, that if his place burned down he could not replace it. That came as a shock when he learned of it, he was not informed by the realtor. He requested the Board pass the request so he can rest easier.

Jerry Showalter of 680 Upper Indian Gardens Drive said he and his wife were the original redevelopers of the Royal Crest Subdivision, which the Ellis property is part of. One of the fear factors being put out is the idea that if the rezone and split is allowed, the Ellis’s will have to put on a vault and haul incinerator for waste disposal; this is not true. He spoke about the current
disposal and reserve field available if someone wanted to do a remodel. There is capacity to handle it with an upgrade. When the property was redeveloped, the density was reduced by one dwelling in the area, split into three different properties. Properties are already split in the canyon with no adverse effect. He encouraged the Board to support the applicants request.

Jenny Sherman of 200 Sedona Vista Drive, said when she came to Sedona she heard a lot of no’s. She will not make a decision without listening. The applicants are trying to restrict their own property. She requested the Board consider the applicants request.

Engineer Maher Hazine, a professional engineer out of Pine, Arizona, said he was there on behalf of Elizabeth Hunzicker. He provided a powerpoint that reflected an overview of the disposal field in the neighborhood and spoke about the reserve areas that are not for expansion of the system per Arizona code. He spoke about concerns of the area being on the impaired water list, noting the applicants could not make the footprint bigger but could make it higher. He requested the Board deny the application and offered some additional restrictions for the Board to consider if they would like to approve the item.

Jim Ellis, son of the applicants, resides at 8757 West Via Chula Street, Peoria, Arizona, said he supports his parents and spoke about his enjoyment of the area. He noted the other properties could do whatever they want through the permitting process. The idea that this will hurt Sedona by increasing density is not true. The family is trying to create security to ensure the family’s assets. He thanked the Board for their consideration.

Robin Cameron of 500 Lower Indian Gardens Drive said she is a 48-year resident. Her neighbor spearheading this protest paints a compelling but unreal picture of fear and worst-case scenarios. Saying this zoning change will allow for large developments in the canyon and destroy the pristine beauty. It concerned her that people are debating family affairs without speaking to any of them. She said she appreciates the 100% support from Planning and Zoning and thanked the Board for focusing on the actual issues.

Enoch Ryan of 4401 Old Indian Road said she would like to say that besides the little neighbor that you’re talking about, the minute you walk out the neighborhood you are in the middle of forest service and there is so much beautiful space to enjoy in Oak Creek Canyon. The density is very minimal compared to the open space.

Counsel Tony Cullum noted this item was approved unanimously by the Planning and Zoning Commission and the Deputy County Attorney basically said if the non-conforming use on a single family residence burns down more than 50% the dwelling can only be rebuilt with a conditional use permit. In 2016, the Board of Adjustments recommended the applicants talk to staff to do a rezoning as they didn’t have enough of a quorum to pass the item. There are twenty letters of support of from home owners in the general area.

Counsel Steve Schwartz said the point is, if a change is going to be made it should be a change to the plan. Let’s not move this non-conformity up to a policy level to create a zoning quilt work in the Canyon. Please don’t cut up the canyon.
Chairwoman Fowler closed public comment at 9:09 p.m. and brought the matter back before the Board for discussion.

Supervisor Archuleta noted during public comment she heard a concern about a precedence being set with the allowance of a density increase. She requested Assistant Director McNeely reiterate the restrictions.

Assistant Director McNeely reiterated the impacts of the rezoning and density as well as, the recommended deed restriction that would be required upon approval of the request.

Supervisor Babbott noted at the end of the day people are here because they are concerned about the asset of Oak Creek Canyon and any impacts that could be made. He said he visited the property and read the zoning notice that was posted. The Board started receiving public comment last week on this item. There was a steady clamor related to density, spot zoning and what happens when the next seller purchases the property and congestion. That is when he reviewed the Oak Creek Area Plan. Decisions should be made on facts and truths. Words matter. He said he takes great sensitivity when someone changes the context of a conversation. Item number 23 relates to redevelopment, not undeveloped land, and should have been the section referenced in this matter.

Supervisor Babbott said he was comfortable making the three findings. There is no increase in density and deed restrictions do not run with the owner but with the land. He said he followed up with several of the emails submitted to explain that there will be no more density. This is a positive precedence as it places restrictions that will maintain true to the Oak Creek Area Plan. He apologized that he got excited earlier, but it matters to him that the conversation is open and direct and relational to what the black ink on paper says.

Supervisor Archuleta said she will also support the rezone and can make the findings. She finds that it does meet the Comprehensive Plan and the Area Plan and is confident in the deed restriction, which will additionally support her findings. This is a good precedence that someone restricts their own land and does not increase the density and this is a good way to protect the canyon.

Supervisor Parks said he will support the item for several reasons. This is a positive move and he can make the first, second and third findings. He spoke about the positive aspects of each finding. There is no change whatsoever. There are deed restrictions and the drop off will keep someone else from building on the property. He was disappointed in the disingenuousness of the one comment, as noticed by Supervisor Babbott.

Supervisor Ryan noted he held off to allow the Board to look at this request from their own respective before he weighed in. The passion in this area is very strong. He added that he was irritated because of manipulation on the thought process being provided. There is discussion, frustration and argument for protecting the canyon. He has visited the property and read the emails and shares the same passion for the area. He agrees with the Area Plan but is challenged with the dying opportunity for solutions; speaking about various issues that have been addressed in the canyon.
Supervisor Ryan spoke further about relief of non-conforming restrictions as a positive thing. The intent is to enhance the Area Plan. The Board is not bound by making the findings, but they help set up a strong case if they go to court; the Zoning Ordinance is their law. He said he can make all the findings as did the Planning and Zoning Commission.

Chairwoman Fowler noted this sets a good precedence and she can make the findings. She agrees with staff and the Planning and Zoning Commission.

**Motion:** Move we adopt Ordinance 2019-07, approving a zone change from AR-1 (Agricultural Residential, 1-acre minimum parcel size) to RS-16,000 (Residential Single Family, 16,000 square foot minimum parcel size) on three parcels totaling 2.28 acres in Oak Creek Canyon, **Action:** approve, **Moved by:** Supervisor Matt Ryan, **Seconded by:** Supervisor Art Babbott. The motion passed unanimously.

52. **Public Hearing, consideration and possible adoption of Ordinance 2019-10, adopting the 2018 Suite of Building Codes with Amendments.** **Community Development**

Community Development Director Jay Christelman provided a presentation that highlighted outreach and training that was conducted during the process used to update the Building Codes. He reviewed the proposed amendments to be adopted with the Building Codes; specifically explaining amendments related to grey water piping, a guideline for rainwater collection for potable use, solar ready stub outs and Appendix Q related to Tiny Homes.

Director Christelman introduced staff that was present and continued with his presentation by describing an Innovative Materials and Systems Pilot Program. The intent of the owner builder program is to allow for alternative or reused materials. He answered questions asked by individual Board members related to the pilot program.

Chairwoman Fowler opened the public hearing for comment at 9:47 p.m.

Vice Chair Parks noted Darrin Bingham supports the item but does not wish to speak. He read Mr. Bingham’s comments into the record.

Thad Johnson of 7709 West Pinon Rock Trail, Williams, spoke about rainwater harvest and said this has been a positive experience. He was happy with the process and supports the recommended amendments.

Supervisor Babbott thanked Mr. Johnson for his engagement and request for an outcome oriented program that will actually serve the innovation and engendering use of alternative materials.

Michael Satterwhite of 2545 East Matterhorn Drive, Flagstaff, Arizona, 86004, represents a start up company in Flagstaff called Super Insulated Green Building Technologies. He stated he supports this item because he is attempting to get an innovative company going to develop jobs and a sustainable product for the community.
Chairwoman Fowler closed the public hearing at 9:50 p.m. as there was no further public comment.

Supervisor Archuleta thanked Director Christelman and staff for their work on the process of updating the codes and gathering input from all the outreach.

Supervisor Parks agreed and thanked everyone for all their work; noting he learned a lot throughout the process.

Supervisor Ryan said he appreciates all the innovative work staff has done. There are different people in the community anxious for the adoption of these codes.

Supervisor Babbott noted that the building innovative pilot program was brought forward to try to engender innovation and reuse and to try to craft something to manage and mitigate risk. He thanked staff for being willing to get to a degree of comfort in something that is uncomfortable. This fits with the Comprehensive Plan. He said he is excited to be part of an organization that is willing to try something different to get something different.

Chairwoman Fowler expressed her appreciation of staff for all their outreach and patience with the Board.

Director Christelman reminded the Board that adoption of the code does not take effect for thirty days, but staff will be flexible with all permit applicants until January.

**Motion:** Move to adopt Ordinance 2019-10, adopting the 2018 Suite of Building Codes with Amendments, **Action:** approve, **Moved by:** Supervisor Art Babbott, **Seconded by:** Supervisor Jim Parks. The motion passed unanimously.

There being no further discussion, Chairwoman Fowler adjourned executive session at 10:00 p.m.

**COCONINO COUNTY BOARD OF SUPERVISORS**

________________________________________
Lena Fowler, Chair

(SEAL)

ATTEST:

________________________________________
Lindsay Daley, Clerk of the Board of Supervisors
OFFICE OF THE COCONINO COUNTY BOARD OF SUPERVISORS AND THE
BOARDS OF DIRECTORS OF THE 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

WORK SESSION, EXECUTIVE SESSION AND SPECIAL SESSION MINUTES

June 25, 2019

9:00 a.m. to 11:00 a.m.– The Board of Supervisors attended the National Public Service
Award Ceremony at Fort Tuthill Pepsi Amphitheater located at 2446 Fort Tuthill Loop,
Flagstaff, AZ, 86001

11:30 a.m. – Work Session
Executive Session immediately followed
2:00 p.m. – Work Session continued

6:00 p.m. – Special Session – Final Budget Adoption

11:30 a.m. Work Session and subsequent Executive Session was held in the
Second Floor Conference Room
2:00 p.m. Work Session was held in the First Floor Board Room
6:00 p.m. Special Session was held in the First Floor Board Room
219 E. Cherry Ave., Flagstaff, AZ, 86325

Present: Chairwoman Lena Fowler, Vice Chair Jim Parks, Supervisor Art Babbott, Supervisor
Elizabeth C. Archuleta, Supervisor Matt Ryan.
**Also Present:** County Manager James Jayne, Public Affairs Director Eric Petersen, CSA Director Craig Sullivan, CSA Legislative Liaison Michael Madden, Legislative Consultant Todd Madeksza, Legislative Intern Julian Wolff, Deputy County Manager Marie Peoples, Deputy County Manager Lucinda Andreani, Deputy County Manager Mike Townsend, Executive Assistant Gregory Nelson, Executive Assistant Michele Ralston, Deputy County Attorney Rose Winkeler, Clerk of the Board Lindsay Daley.

Chairwoman Fowler called the meeting to order at 11:58 a.m.

**Work Session:**

1. Discussion and update from the County Supervisors' Association on the 2019 Legislative Session and its impact on Coconino County. **Public Affairs**

Public Affairs Director Eric Petersen introduced the item and thanked staff and County Supervisor Association (CSA) staff. Everyone in the room introduced themselves. CSA Director Craig Sullivan thanked Eric, Jimmy and Todd and the Supervisors for attending meetings and for the quality of information provided to them.

**Powerpoint:** Coconino County Board Briefing

Director Sullivan spoke about capacity development and the ongoing effort to build research capability which helps with advocacy. He spoke about the past legislative session and stated that new laws are effective August 27, 2019. Director Sullivan went over the FY2020 County budget priorities and the FY2020 Coconino County relief. This included: eliminating the ADJC fee, permanent Elected Officials Retirement Plan (EORP) relief for 12 rural counties, extending county “flexibility language” as a tool to meet county fiscal obligations. The FY20 General Fund relief is $486,000 and 2-year Ongoing improvement equals $711,800.

Director Sullivan went over the FY2020 State Budget Summary, specifically those items that impact counties. He also spoke about the Arizona Long Term Care System (ALTCS) Statewide trends and funding from 2000 to 2020, state budget infrastructure spending, internet sales taxation and the County impact. Director Sullivan also spoke about CSA initiative legislation, evaluating legislation and playing defense. He also went over noteworthy county related bills that were introduced this past year regarding water policy, public works, taxation, budgeting and audit, Board authorities, public health and safety and human resources. Director Sullivan talked about what CSA is looking at going forward, including pension funding and court financing.

Director Sullivan answered questions from the Supervisors and the Supervisors thanked Director Sullivan and the CSA staff.

Chairwoman Fowler ended this work session at 1:05 p.m.

**Motion:** Enter executive session, **Action:** approve, **Moved by:** Supervisor Art Babbott, **Seconded by:** Supervisor Matt Ryan. The motion passed unanimously.
The Board entered executive session at 1:15 p.m.

**Executive Session:**

2. 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:** Chairwoman Lena Fowler, Vice Chair Jim Parks, Supervisor Art Babbott, Supervisor Elizabeth C. Archuleta, Supervisor Matt Ryan

**Also Present:** Human Resources Assistant Director Mary Tinklenberg, County Attorney Rose Winkeler entered at 1:40 p.m. and County Manager James Jayne entered at 2:05 p.m.

Chairwoman Fowler adjourned Executive Session at 2:25 p.m.

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

*The Board did not discuss item number 3 on the agenda.*

Chairwoman Fowler reconvened open session in the First Floor Board Room at approximately 2:35 p.m.

**Work Session – 2:00 p.m.:**

4. Discussion regarding an Arizona Department of Transportation (ADOT) update on local upcoming projects presented by Brenden Foley. **Public Works**

**Presenters:** Deputy County Manager/Public Works Director Lucinda Andreani and Arizona Department of Transportation Assistant District Engineer Brenden Foley.

**Powerpoint:** Coconino County Board of Supervisors Meeting Northcentral District Construction Update June 25, 2019.

Deputy County Manager/Public Works Director Lucinda Andreani introduced Department of Transportation Assistant District Engineer Brenden Foley.
Mr. Foley provided a presentation that highlighted ADOT’s current construction projects at Cataract Lake, the Interstate 17 and 40 interchange bridges, County Line to Interstate 40 North bound, Interstate 40 Bellemont Bridge replacement, Riordan to Interstate 17 spot repair, Interstate 17 McConnell Bridge replacement, Interstate 40 Meteor City bridge replacement, State Route 89-A pavement project, US160 bus pullout installations, Fog Seal project in the northern region and various other bridge, barrier and drainage, pavement and deck replacement replacement projects. He answered questions asked by individual Board members related to the projects.

Secretary/Treasurer of the Cameron Chapter, May Franklin, addressed the Board to express her appreciation to ADOT for a project in Cameron, Arizona. She wanted to speak about issues the community would like to address with ADOT such as: school zone speeding, turn-offs into local traffic off of Highway 89A, noise associated with heavy traffic, continued flooding at the 5-Mile Bridge, access roads that need fencing to stop ATV traffic.

Mr. Foley thanked Ms. Franklin and noted he took notes of her community issues; he will try to set up another meeting.

5. Discussion regarding the Coconino County Parks and Recreation Master Plan Findings and Preliminary Recommendations Presentation. **Parks and Recreation**

**Presenters:** Parks and Recreation Director Cynthia Nemeth and GreenPlay LLC, Consultant Pat O’Toole.

**Powerpoint:** Coconino County, Arizona, Parks and Recreation Master Plan, Your Parks, Your Future.

Parks and Recreation Director Cynthia Nemeth introduced the ongoing process of updating the Parks and Recreation Master Plan. She introduced consultants that were present and staff that was present.

GreenPlay LLC, Consultant Pat O’Toole provided a presentation that reviewed key issues and preliminary recommendations collected through stakeholder meetings, a community survey, staff input, leadership interviews, existing documents and facility assessments.

Upon inquiry from Supervisor Babbott, Director Nemeth affirmed that if the County were to get another CPOS, a sustainable maintenance plan will be identified. Deputy County Manager Andreani felt that one way to address this issue would be a change in statutory language to address the existing gap with capitol investments.

Consultant O’Toole continued with his presentation on preliminary recommendations related to the level of service provided at Fort Tuthill County Park and input on various location specific projects.

Upon inquiry from Supervisor Parks, Director Nemeth answered questions regarding stakeholder’s input on identified projects and subsequent, required resources.
Supervisor Archuleta felt there needs to be management of expectations such as, can County fulfill those needs, are there grant opportunities available or collaboration efforts available. There needs to be communication as to whether or not the County can fulfill the requests.

Consultant O’Toole continued to review identified projects from outlying communities.

Supervisor Babbott noted it is important in moving forward to figure out where the Board goes in terms of resources and, to prioritize what was the greatest consensus and least consensus of the constituents’ requests. How does the Board delineate between supporting ongoing, existing facilities versus additions? How does maintenance play into new capitol facilities?

Supervisor Babbott left the meeting at 4:02 p.m.

Supervisor Archuleta asked for clarification of which requests need to be done in logical, chronological order and which will provide the most results versus costs.

Chairwoman Fowler asked where staff comes in, how do we determine priorities with staff and costs. We should separate the sections. She agreed with Supervisor Babbott. There are unrealistic requests. She would like a better picture of realistic projects.

Supervisor Archuleta noted a constituent spoke to her about trails who would like to see equestrian, pedestrian and non-motorized trail that would be safe to shoulder Highway 89.

The Board and Consultant O’Toole briefly conferred regarding the preliminary recommendations.

Parks and Recreation Commission Member Beth Tucker said she thought this is an overwhelming process but may shape the role of the Commission in the next steps.

Parks and Recreation Commission Member Diane Lins felt we are in the cusp of creating a consistent, well-outlined process, to be able to look at the framework and requests made.

6. 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

June 25, 2019 – Work, Executive and Special Session Minutes

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Approved August 6, 2019
• Events Calendar
• Chairwoman'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

County Manager Jayne provided brief updates on various things happening in the community and projects that County staff is working to facilitate.

Individual Board members provided updates related to projects and/or events in their respective Districts.

Emergency Management Director Todd Whitney noted the City of Page has approved a request to partner with the County Emergency Management to help facilitate emergency management services.

There being no further discussion, Chairwoman Fowler adjourned the work session portion of the meeting at 4:47 p.m.

**Special Session Meeting**

6:00 p.m.

**First Floor Board Room**

219 E. Cherry Ave., Flagstaff, AZ

**Present:** Chairwoman Lena Fowler, Vice Chair Jim Parks, Supervisor Elizabeth C. Archuleta and Supervisor Matt Ryan.

**Absent/Excused:** Supervisor Art Babbott.

**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.

Chairwoman Fowler called the special session meeting to order at 6:04 p.m. and led the pledge of allegiance.
Call to the Public:

Deborah Harris, Chairwoman of African American Advisory Council, 25 W. Oak Creek Trail, Flagstaff, AZ, 86005, thanked the Board for their support of the AAAC. She presented cupholders to each Board member.

Chairwoman Fowler thanked the Council for their volunteer work for the community.

Board of Supervisors Consent Agenda:

Motion: Approve the Consent Agenda with items 9, 10, 12 and 19 separated, Action: approve, Moved by: Supervisor Matt Ryan, Seconded by: Supervisor Jim Parks. The motion passed unanimously.

7. Approve the minutes from the Board of Supervisors' meetings conducted on June 4, 2019 and June 11, 2019.

8. 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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9. Separated: Consideration and possible action regarding approval to appoint Tracye A. Moore to the Coconino County African American Advisory Council for a six-year term to expire June 24, 2025. Board of Supervisors

Supervisor Archuleta wanted to recognize the appointment of Dr. Tracye Moore to the African American Advisory Council (AAAC). She asked Chairwoman Deb Harris and Ms. Moore if they would like to speak to the Board.

Ms. Harris noted Dr. Moore is a dental hygienist at Northern Arizona University (NAU) and is currently involved in all AAAC events and activities.

Dr. Moore said it was a pleasure to serve on the AAAC and thanked the Board for their consideration.

Supervisor Archuleta expressed her appreciation of Dr. Moore for her willingness to serve on the Council.

Motion: Appoint Tracye A. Moore to the Coconino County African American Advisory Council for a six-year term to expire June 24, 2025, Action: approve, Moved by: Supervisor Elizabeth Archuleta, Seconded by: Supervisor Matt Ryan. The motion passed unanimously.
10. Consideration and possible action regarding approval of Community Grant Funding from District 4 in the amount of $1,500 to the Tolani Lake Chapter for expenses needed to buy supplies and firewood for the Tolani Lake Senior Center.

Board of Supervisors

Supervisor Parks clarified that this item was for supplies and firewood for the Tolani Lake Senior Center. He noted he provided funds to the Senior Center close to a year ago for a washer and dryer but, the Senior Center returned the funds as someone donated the items. This grant is being returned to purchase firewood and supplies. He thanked the Senior Center for their honesty and integrity.

Motion: Approve this grant with the $1,500 going back to Tolani Lake Chapter for expenses needed to buy supplies and firewood for the Tolani Lake Senior Center, Action: approve, Moved by: Supervisor Jim Parks, Seconded by: Supervisor Matt Ryan. The motion passed unanimously.

11. Consideration and possible action to approve Community Grant Funding request from District 1 in the amount of $200.00, District 2 in the amount of $1,000.00 and District 4 in the amount of $500.00, for a total of $1,700.00, to assist with costs associated with the annual Summertime Tardeada/Festival which provides Hispanic cultural education, entertainment, and traditions for the community free of charge. Board of Supervisors

12. Separated: Consideration and potential adoption of Resolution 2019-22, the Clerk’s recommendations to find that the evidence supplied by the following owners to be sufficient to prove that the appellants’ properties (as listed here) are primary residences, pursuant to A.R.S. sec. 42-12052(B)(1), and possible order for their associated properties (listed here) to be reclassified as class three property pursuant to A.R.S. sec. 42-12003: Kevin Toomey, 17460 S. Pinto Circle, Munds Park, AZ (APN 400-80-003); Robert Lemberger, 1410 Green Ridge Dr., Happy Jack, AZ (APN 403-73-069); Raymond Tapia, 4727 E. Hightimber Ln., Flagstaff, AZ (APN 117-11-088); Richard MacLean, 1460 W. Melissa Dr., Flagstaff, AZ (APN 112-31-010A); Maryellen Calley, 208 S. 5th St., Williams, AZ (APN 201-29-002); Joy Groenig, 4595 E. Northwood Way., Flagstaff, AZ (APN 117-05-045); Edward Torel, 17960 S. Lake Odell Place, Munds Park, AZ (APN 400-35-041); Adam Brownell, 44 Sunset, Page, AZ (APN 801-04-014); Mark Henson, 8227 Lookout View Trail, Flagstaff, AZ (APN 301-74-065); Jacob Miller, 1385 W. University Ave., #213, Flagstaff, AZ (APN 112-64-029); Richard Morgan, 571 Smith Dr., Sedona, AZ (APN 401-15-044); Rylan Morton-Starner, 455 Beech Dr., Flagstaff, AZ (APN 106-06-016); Frank Candelaria, 860 Julie Ln., Sedona, AZ (APN 405-25-051); Deborah Bright, 1325 E. Raintree Rd., Munds Park, AZ (APN 400-35-017B); Lucy Forrest, 2106 N Deer Crossing Rd., Flagstaff, AZ (APN 107-17-006); Piero Cola, 123 Leupp Rd, Flagstaff, AZ (APN 303-47-052B); Sarah Sherry, 2002 N. Talkington Dr., Flagstaff, AZ (APN 102-04-021); Joshua Strebe, 5435 N. Thornton Pl., Flagstaff, AZ (APN 113-08-113); Anne Griffin, 5740 Heppel Dr., Flagstaff, AZ (APN 301-33-013); Kristine

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Lozano, 220 Hopi Ave., Page, AZ (APN 800-32-026); Geoffrey Vargo, 9715 W. Antoinette Way, Flagstaff, AZ (APN 300-41-009); Janani Urreta, 2801 S. Flagstone Ln., Flagstaff, AZ (APN 112-65-050A); Heidi Blecha, 4810 W. Braided Rein., Flagstaff, AZ (APN 116-58-387); Craig Simmons, 376 S. Rainbow Dr., Marble Canyon, AZ (APN 601-41-016); Craig Simmons, 834 Village Dr., Page, AZ (APN 800-81-017A); Donald Schroeder, 2257 Big Piney Dr., Happy Jack, AZ (APN 403-10-020); Bruce Andrews, 480 Cochise, Munds Park, AZ (APN 400-40-010A); Dave Kramer, 1911 Timber Dr., Happy Jack, AZ (APN 403-64-037); Maude Gosar, 7485 Rain Valley Rd., Flagstaff, AZ (APN 301-23-047); Marjorie Chinnock, 4931 Spud Dr., Flagstaff, AZ (APN 303-06-020); Rich Thompson, 4175 N. Grindelwald Way, Flagstaff, AZ (APN 108-18-108); Joe Alley, 3191 S. Marryvale Ln., Flagstaff, AZ (APN 105-20-094); Spencer Plumb, 500 S. Ash Ln., Flagstaff, AZ (APN 106-06-013); Judy King, 1200 S. Riordan Ranch St. #123, Flagstaff, AZ (APN 103-28-123); Jeremiah Stewart, 1055 Grandview St., Page, AZ (800-50-010); Michael Farrow, 2150 Coyote Creek Rd., Page, AZ (APN 801-18-009); Chad Brooks, 7897 Saturn Dr., Flagstaff, AZ (APN 301-83-080); Caryn Mangisi, 1720 N. Doral Way, Flagstaff, AZ (APN 117-11-027); Jennifer Carrozzino, 4581 Bellemont Springs, Bellemont, AZ (APN 204-07-129); Masako Shirai, 451 Brewer Rd., Sedona, AZ (APN 401-20-048); Donald Read, 2547 Bull Elk Dr., Happy Jack, AZ (APN 403-07-016); Masti/Sandyha, 63 Cibola Dr., Sedona, AZ (APN 401-02-039); Linda Hayes, 6401 N. Saint Nicholas Cir. #9, Flagstaff, AZ (APN 113-77-010); Roderick Robinson, 3113 E. Lockett Rd., Flagstaff, AZ (APN 108-04-010); Brett Havenga, 5105 E. Hawthorne Dr., Flagstaff, AZ (APN 117-18-136); Heidi Favour, 4965 E. Dean Ave., Flagstaff, AZ (APN 113-55-023); Blake Bradford, 3565 N. Jamison Blvd., Flagstaff, AZ (APN 108-03-137); Linda Lawyer, 105 Rolling Dr., Sedona, AZ (APN 401-76-001); Kyle Yarush, 4631 Alpine Dr., Bellemont, AZ (APN 204-07-041); Canyon View 42 LLC/ Peter Yachimski, 8351 N. State Route 89A #42, Sedona, AZ (APN 405-36-042); Octaviana Trujillo, 2692 Sandstone Way, Flagstaff, AZ (APN 107-24-009); Caryn Trotta-Gunderson, 3019 W. Foothills Way, Flagstaff, AZ (APN 111-11-049); Cecil Everett, 7485 Cody Rd., Flagstaff, AZ (APN 301-15-047D); Frederick Brane, 4675 N. Ten Tanks Rd., Williams, AZ (APN205-23-038); Judith Brane, 111 S. 6th St., Williams, AZ (APN 201-04-010); Robert Morris, 3948 N. Tam O'Shanter, Flagstaff, AZ (APN 117-05-071); Robert Morris, 3200 S. Litzler Dr., #17-216, Flagstaff, AZ (APN 112-63-140); Michael Rael, 2805 W. Pico Del Monte Cir. Flagstaff, AZ (APN 112-62-089); Carla McCord, 3350 N. 4th St., Flagstaff, AZ (APN 108-02-004); Jean Christy, 6825 E. Eagle Crest Dr., Flagstaff, AZ (APN 117-27-061). Board of Supervisors

Chairwoman Fowler requested the Clerk clarify and explain this item.

Clerk of the Board Lindsay Daley explained that these are all appeals from property owners who received re-classification notices from the Assessors Office. She described the Assessor’s notification process and the process she used in assisting the public with their appeals. As a result, her recommendation is for the Board to approve the requests to reclassify the properties back to primary residence classifications. She further explained the various classifications that are considered primary residences.
Motion: Move to approve, Action: approve, Moved by: Supervisor Matt Ryan, Seconded by: Supervisor Jim Parks. The motion passed unanimously.

13. Consideration and possible adoption of Resolution 2019-21, approving a request for Final Plat of Ranch at the Peaks, Phase II subdivision; the property is located in Fort Valley and further identified as Assessor’s Parcel Numbers 300-63-037A and 300-63-037B. Community Development

14. Consideration and possible action regarding approval of a budget amendment increase in the amount of $63,029 to the FY19 general fund budget for civil litigation case costs. County Attorney

15. Approve FY2019 Forest Fee Distribution of $153,254.07 in additional Funds Released for Schools and Roads. Finance

16. Consideration and possible action regarding approval of option 2 of Property Casualty Insurance Coverages Through Arizona Counties Insurance Pool (ACIP) for FY20, with a total premium for FY20 in the amount of $860,000.00, subject to endorsements for any necessary changes during the policy year. Human Resources

17. Consideration and possible action regarding approval of a Modified Funding Agreement for the Juvenile Probation Services Fund - Treatment Funds with the Arizona Supreme Court, Administrative Office of the Courts and budget adjustment of an increase of $12,000, for the operation of the JTSF program in the amount $604,115.00 for Fiscal Year 2019. Juvenile Court

18. Consideration and possible action regarding approval of the Third and Final Contract Extension of the Indigent Criminal Defense Contract between Coconino County and the Law Office of Daniel B. Kaiser, P.C., and Antol & Sherman, P.C., for mandated legal services to indigent adults and juveniles in the amount of $42,250.00 (not to exceed $100,000.00) for Fiscal Year 2020. Legal Defender

19. Consideration and possible action regarding approval of the appointment of Joshua Stackhouse from District 2 to the Coconino County Parks and Recreation Commission, for a term commencing July 18, 2019 and ending July 18, 2024. Parks and Recreation

Supervisor Archuleta wanted to separate this item in order to recognize Joshua Stackhouse as a constituent and her recommendation for District 2 appointment to the Coconino County Parks and Recreation Commission, for a term commencing July 18, 2019 and ending July 18, 2024.

Parks and Recreation Director Cynthia Nemeth noted the Parks and Recreation Commission is a Board appointed commission that makes recommendations to the Board regarding programs and events provided by the Parks and Recreation Department. Mr. Stackhouse will fit in greatly with the Commission.
Supervisor Archuleta spoke about the experience Mr. Stackhouse will bring to the Commission.

Mr. Stackhouse thanked the Board and said he looks forward to the appointment.

**Motion:** Appoint Joshua Stackhouse to the Parks and Recreation Board representing District 2, **Action:** approve, **Moved by:** Supervisor Elizabeth Archuleta, **Seconded by:** Supervisor Matt Ryan. The motion passed unanimously.

The Board, Director Nemeth and Mr. Stackhouse paused for a photo opportunity.

1. Consideration and possible action on the awarding RFP 2019-107 and the subsequent contract to Elevated Advocacy, LLC for state advocacy services with a total maximum value of $66,000 and a corresponding budget adjustment of $66,000 for Public Affairs for the FY ’20 budget. **Public Affairs**

2. Consideration and possible action regarding approval of the repairs of Caterpillar equipment by the local authorized dealer, Empire Southwest, for Fiscal Year 2020 based on AZ State Contract ADSPO16-129847, not to exceed $350,000.00. **Public Works**

3. Consideration and possible action regarding approval of the payments of landfill fees to the City of Flagstaff for FY20 in the amount of $100,000.00. **Public Works**

4. Consideration and possible action regarding approval to purchase auto parts under AZ State Contract ADSPO16-129364 from Grand Canyon Auto Supply (NAPA) not to exceed $80,000.00 for FY20. **Public Works**

5. Consideration and possible action regarding approval to purchase parts and repairs for Mack trucks by authorized dealer, Vanguard Truck Center, not to exceed $130,000.00 for FY20. **Public Works**

6. Consideration and possible action regarding approval of the purchase of Caterpillar equipment parts from Empire Southwest based on AZ State Contract ADSPO16-129847, not to exceed $200,000 for FY20. **Public Works**

7. Consideration and possible action regarding approval of the purchase of fuel for County vehicles from the City of Flagstaff fuel yard, not to exceed $400,000.00 for FY20. **Public Works**

8. Consideration and possible action regarding approval of Voyager Fleet Systems for fuel credit cards based on AZ State contract ADSPO14-056805, not to exceed $250,000.00 for FY20. **Public Works**
28. Consideration and possible action regarding approval of contract with AmeriGas Propane, LP DBA Titan Propane to purchase propane for a one-year period beginning July 1, 2019, in the amount not to exceed $70,000.00. **Public Works**

29. Consideration and possible action regarding approval to submit a grant application requesting $1.9M of Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grant program funds with Department of Transportation (DOT) for improvements to Bellemont infrastructure including a new roundabout to tie into an existing planned roundabout. **Public Works**

**Addendum Consent Agenda to the Special Session at 6:00 p.m.:**

**Motion:** Approve Addendum Consent Agenda items 1a to 5a, **Action:** approve, **Moved by:** Supervisor Matt Ryan, **Seconded by:** Supervisor Elizabeth Archuleta. The motion passed unanimously.

1a. Consideration and possible action regarding delegation of authority to the County Manager's Office to negotiate, review, approve, and execute on behalf of Coconino County an Independent Contractor Agreement with a vendor/subrecipient recommended by the Coconino County Workforce Development Board to provide One Stop Operator Services as required by the Workforce Innovation and Opportunity Act. **Career Center**

2a. Consideration and possible action regarding delegation of authority to the County Manager's Office to negotiate, review, approve, and execute on behalf of Coconino County an Independent Contractor Agreement with a vendor recommended by the Coconino County Information Technology Department concerning the purchase of Splunk software under AZ State Contract No. ADSPO16-137342, in the amount of $81,037.51. **Information Technology**

3a. Consideration and possible action regarding delegation of authority to the County Manager's Office to negotiate, review, approve, and execute on behalf of Coconino County an Independent Contractor Agreement with a vendor recommended by the Coconino County Information Technology Department concerning the purchase of Symantec Data Loss Prevention software from Carahsoft Technology Corp, under cooperative contract # R150402 from Omnia Partners, in the amount of $109,995.00; Reference Carahsoft Installment Payment Agreement # AZM110-1. **Information Technology**

4a. Approve Resolution 2019-18, to participate in the Family Counseling Program for fiscal year 2020 and provide additional matching funds of $3,225.00, which is the match to the State’s additional contribution of $12,901.00 for a total of $16,126.00. **Juvenile Court**
5a. Consideration and possible action regarding approval of an Independent Contractor Agreement between Coconino County and Reister Sonoran, LLC, from June 25, 2019 through June 30, 2020, in an amount not to exceed $100,000, to provide and execute a marketing strategy and deliverables for the promotion of the 2020 U.S. Census for Coconino County. **Special Initiatives**

**Motion**: Resolve as the Health District Board of Directors, **Action**: approve, **Moved by**: Supervisor Elizabeth Archuleta, **Seconded by**: Supervisor Jim Parks. The motion passed unanimously.

**Health District Consent Agenda**:

**Motion**: Move approval of the Health District Consent Agenda, **Action**: approve, **Moved by**: Director Elizabeth Archuleta, **Seconded by**: Director Jim Parks. The motion passed unanimously.

30. Consideration and possible action regarding approval of an FY2020 Grant Agreement/Contract Award GRA-STATE-19-0969-01, between First Things First and the Coconino County Public Health Services District (CCPHSD), for the period of July 1, 2019 through June 30, 2020, including a .025 FTE staffing increase for a child care consulting services (Public Health Educator) in the total amount of $65,980.00, to provide consulting services to child care providers in Coconino County. **Health District**

31. Consideration and possible action regarding the award of RFP 2019-104 Forensic Laboratory Services to Axis Toxicology (Axis), and approval to enter into a contract with Axis Forensic Toxicology (Axis) in an amount not to exceed $100,000, for the one-year period July 1, 2019 to June 30, 2020. **Health District**

32. Consideration and possible action regarding approval of Intergovernmental Agreement Contract Number CTR043250, Amendment 3, between the Arizona Department of Health Services (ADHS) and Coconino County Public Health Services District (CCPHSD), in the amount $75,000 annually to provide immunization services during the period January 1, 2018 to December 31, 2022. **Health District**

33. Consideration and possible action regarding approval of Independent Contractor Agreement, Third Amendment between the Coconino County Public Health Services District (CCPHSD) and North Country HealthCare (NCHC), from July 1, 2019 to June 30, 2020, for an annual estimated amount of $74,400, to provide emergent dental services for uninsured and AHCCCS enrolled adult Coconino County residents whose household income is between 0%-200% of the Federal Poverty Level and oral health screenings for prenatal women. **Health District**
34. **Consideration and possible action regarding approval of an Intergovernmental Agreement (IGA) between the Coconino County Public Health Services District and the Arizona Health Care Cost Containment System (AHCCCS) for the period July 1, 2019, through June 30, 2020, to provide Title 36 Behavioral Health Pre-Petition Screening and Evaluation Services in the amount of $1,350,000. Health District**

**Motion:** Resolve as the Board of Supervisors, **Action:** approve, **Moved by:** Director Jim Parks, **Seconded by:** Director Elizabeth Archuleta. The motion passed unanimously.

**Action Item:**

35. **Consideration and possible action regarding approval of Resolution 2019-20, approving the Harrenburg Wash in Kachina Village land exchange between Kachina Village Improvement District and Coconino County Parks and Recreation. Parks and Recreation**

Parks and Recreation Director Nemeth noted this is a matter of swapping a small parcel of land with Kachina Village Improvement District (KVID) that will give the County a contiguous piece of land along Harrenburg Wash and allow KVID to expand their area of operation.

KVID Manager Sam Mossman said he agrees with the land exchange. This is the panhandle portion of the land that is not usable by KVID but the acquired piece will increase the width of the property in a place where it could be used later if needed.

**Motion:** Resolution 2019-20, approving the Harrenburg Wash in Kachina Village land exchange between Kachina Village Improvement District and Coconino County Parks and Recreation, **Action:** approve, **Moved by:** Supervisor Matt Ryan, **Seconded by:** Supervisor Elizabeth Archuleta. The motion passed unanimously.

**Motion:** Resolve as the Kachina Village Improvement District Board of Directors, **Action:** approve, **Moved by:** Supervisor Matt Ryan, **Seconded by:** Supervisor Jim Parks. The motion passed unanimously.

**KVID Action Item:**

36. **Consideration and possible action regarding approval Kachina Village Improvement District Resolution 2019-03, approving the Harrenburg Wash in Kachina Village land exchange between Kachina Village Improvement District and Coconino County Parks and Recreation. KVID**

KVID Manager Sam Mossman said this is the other half of the action item to complete the land exchange for KVID. This is best for both parties.

Parks and Recreation Director Nemeth noted this is a mutually acceptable and beneficial land exchange.
**Motion:** Approve Kachina Village Improvement District Resolution 2019-03, approving the Harrenburg Wash in Kachina Village land exchange between Kachina Village Improvement District and Coconino County Parks and Recreation, **Action:** approve, **Moved by:** Director Matt Ryan, **Seconded by:** Director Elizabeth Archuleta. The motion passed unanimously.

**Motion:** Resolve as the Board of Supervisors, **Action:** approve, **Moved by:** Director Matt Ryan, **Seconded by:** Director Jim Parks. The motion passed unanimously.

**Public Hearings Budget Adoption:**

37. Public Hearing, consideration and possible action regarding approval of the Truth in Taxation of the Coconino County primary tax rate and levy increase in property taxes for a total primary property tax levy of $9,911,686. **Finance**

County Manager Jayne noted tonight the Board is considering the final budget adoption for the entire County. The budget prioritizes certain needs and services provided to county citizens. He thanked the Finance team for all their hard work, all departments for their conversations and the Board for their considerations.

A video from the Government Finance Officer’s Association (GFOA) was displayed for the Board and audience on surrounding television screens. The video included a presentation regarding the award of the 16th Distinguished Budget Presentation Award to Coconino County.

Assistant Finance Director Megan Cunningham presented a brief introduction of the purpose for conducting a public hearing on Truth in Taxation; specifically, to receive public input on primary levies and tax rates and information as to when and why said hearings must be conducted. She presented additional information regarding the primary tax rate and levy increase in property taxes for Coconino County.

Chairwoman Fowler opened the public hearing for public comment at 6:37 p.m.; receiving none, she closed the public hearing.

**Motion:** Approve the Truth in Taxation of the Coconino County primary tax rate and levy increase in property taxes for a total primary property tax levy of $9,911,686, **Action:** approve, **Moved by:** Supervisor Elizabeth Archuleta, **Seconded by:** Supervisor Matt Ryan.

Clerk of the Board of Supervisors Lindsay Daley conducted a roll call vote.

Chairwoman Lena Fowler: **Aye**
Vice Chair Jim Parks: **Aye**
Supervisor Elizabeth Archuleta: **Aye**
Supervisor Matt Ryan: **Aye**
Supervisor Babbott: **Absent**

Clerk Daley announced the motion passed unanimously.
38. Public hearing, consideration and possible action regarding adoption of Resolution 2019-19, approving the FY2020 Final Budget for Coconino County in the amount of $215,747,149. **Finance**

Assistant Finance Director Cunningham provided information regarding the proposed FY2020 final budget amount for Coconino County and spoke about the budget process utilized to form said recommendation.

Chairwoman Fowler opened the public hearing for public comment at 6:42 p.m.; receiving none, she closed the public hearing.

Supervisor Ryan noted the Board went through half a year of discussions and planning, including roughly 8 or 10 days of discussions to work our way through the budget. He expressed his appreciation for staff’s work throughout the process and spoke about considerations for recessionary budgeting, reoccurring expenses and the 10-Year Budget Plan.

**Motion:** Adopt Resolution 2019-19, approving the FY2020 Final Budget for Coconino County in the amount of $215,747,149, **Action:** approve, **Moved by:** Supervisor Matt Ryan, **Seconded by:** Supervisor Elizabeth Archuleta.

**There was discussion on the motion.** Supervisor Archuleta spoke about the County’s utilization of 10-year budget forecasting to plan for future budgets and recessions.

Supervisor Parks thanked Chief Financial Officer/Deputy County Manager Mike Townsend, Assistant Finance Director Megan Cunningham and Finance staff for their work on the budget process. He spoke about various projects and employees included in the budget.

Chairwoman Fowler thanked staff and all departments who presented to the Board during the budget process. She added that the budget is citizen focused to provide services.

Chairwoman Fowler called for the question: the motion passed unanimously.

39. Public hearing, consideration and possible action regarding adoption of the FY2020 Final Budget for the Fire District Assistance Tax in the amount of $1,831,089. **Finance**

Assistant Finance Director Cunningham provided information regarding the recommended FY2020 final budget amount proposed for the Fire District Assistance Tax.

Upon inquiry from Supervisor Ryan, Ms. Cunningham affirmed this is a statutory requirement that has a predetermined calculation already set.

Chairwoman Fowler opened the public hearing for public comment at 6:51 p.m.; receiving none, she closed the public hearing.
**Motion:** Adopt the FY2020 Final Budget for the Fire District Assistance Tax in the amount of $1,831,089, **Action:** approve, **Moved by:** Supervisor Matt Ryan, **Seconded by:** Supervisor Elizabeth Archuleta. The motion passed unanimously.

**Motion:** Resolve as the Flood Control District Board of Directors, **Action:** approve, **Moved by:** Supervisor Elizabeth Archuleta, **Seconded by:** Supervisor Matt Ryan. The motion passed unanimously.

**Flood Control District Public Hearing/Action Item:**

40. Public hearing, consideration and possible action regarding adoption of the Truth in Taxation for the Coconino County Flood Control District secondary tax rate and levy increase in property taxes, for a total secondary property tax levy of $3,633,990. **Finance**

Assistant Finance Director Megan Cunningham advised that staff recommends the Flood Control District Board of Directors hold a Truth in Taxation hearing to receive public input on the Coconino County Flood Control District secondary tax rate and levy increase in property taxes. She provided statistical and statutory information as to the primary tax rate and levy increase in property taxes for Coconino County Flood Control District.

Chairwoman Fowler opened the public hearing for public comment at 6:53 p.m.; receiving none, she closed the public hearing.

**Motion:** Adopt the Truth in Taxation for the Coconino County Flood Control District secondary tax rate and levy increase in property taxes, for a total secondary property tax levy of $3,633,990, **Action:** approve, **Moved by:** Director Elizabeth Archuleta, **Seconded by:** Director Matt Ryan.

Clerk of the Board of Supervisors Lindsay Daley conducted a roll call vote.

Chairwoman Lena Fowler: Aye
Vice Chair Jim Parks: Aye
Director Elizabeth Archuleta: Aye
Director Matt Ryan: Aye
Director Babbott: Absent

Clerk Daley announced the motion passed unanimously.

Director Archuleta spoke about the Schultz Fire in 2010 and the importance of having emergency funds to be able to address wildfires and subsequent flooding issues. This budget, along with funding to address forest health and the air curtain burner are very important.

Director Ryan agreed with Director Archuleta. This is a very good practice resulting from the consequences of the Schultz Fire. It might sound like a lot of money, but it is used for public health and safety; especially since we are based in a fire based eco system.
Director Parks agreed and spoke about the importance of being proactive. He spoke about the need for the funding various upcoming projects.

41. Public hearing, consideration and possible action regarding adoption of the FY2020 Final Budget for the Coconino County Flood Control District in the amount of $4,692,074. Finance

Assistant Finance Director Cunningham provided information regarding the recommended FY2020 final budget amount proposed for the Coconino County Flood Control District.

Director Ryan moved to adopt the FY2020 Final Budget for the Coconino County Flood Control District in the amount of $4,692,074. He withdrew his motion as the public hearing had not yet been conducted.

Chairwoman Fowler opened the public hearing for public comment at 7:01 p.m.; receiving none, she closed the public hearing.

Motion: Adopt the FY2020 Final Budget for the Coconino County Flood Control District in the amount of $4,692,074, Action: approve, Moved by: Director Matt Ryan, Seconded by: Director Jim Parks. The motion passed unanimously.

Motion: Resolve as the Board of Supervisors, Action: approve, Moved by: Director Elizabeth Archuleta, Seconded by: Director Jim Parks. The motion passed unanimously.

Motion: Resolve as the Health District Board of Directors, Action: approve, Moved by: Supervisor Jim Parks, Seconded by: Supervisor Elizabeth Archuleta. The motion passed unanimously.

Health District Public Hearing/Action Item:

42. Public hearing, consideration and possible action regarding approval of the Truth in Taxation of the Coconino County Public Health Services District secondary tax rate and levy increase in property tax levy of $4,577,723. Finance

Assistant Finance Director Megan Cunningham advised that staff recommends the Coconino County Public Health Services District Board of Directors hold a Truth in Taxation hearing to receive public input on the Coconino County Public Health Services District secondary tax rate and levy increase in property taxes. She provided statistical and statutory information as to the primary tax rate and levy increase in property taxes for Coconino County Public Health Services District.

Chairwoman Fowler opened the public hearing for public comment at 7:03 p.m.; receiving none, she closed the public hearing.

Motion: Approve the Truth in Taxation of the Coconino County Public Health Services District secondary tax rate and levy increase in property tax levy of $4,577,723, Action: approve, Moved by: Director Jim Parks, Seconded by: Director Matt Ryan.
Clerk of the Board of Supervisors Lindsay Daley conducted a roll call vote.

Chairwoman Lena Fowler: Aye
Vice Chair Jim Parks: Aye
Director Matt Ryan: Aye
Director Elizabeth Archuleta: Aye
Director Babbott: Absent

Clerk Daley announced the motion passed unanimously.

43. Public hearing, consideration and possible action regarding adoption of the FY2020 Final Budget for the Coconino County Public Health Services District in the amount of $16,262,455. Finance

Assistant Finance Director Cunningham provided information regarding the recommended FY2020 final budget amount proposed for the Coconino County Public Health Services District.

Chairwoman Fowler opened the public hearing for public comment at 7:05 p.m.; receiving none, she closed the public hearing.

Motion: Adopt the FY2020 Final Budget for the Coconino County Public Health Services District in the amount of $16,262,455, Action: approve, Moved by: Director Jim Parks, Seconded by: Director Elizabeth Archuleta. The motion passed unanimously.

Motion: Resolve as the Board of Supervisors, Action: approve, Moved by: Director Elizabeth Archuleta, Seconded by: Director Jim Parks. The motion passed unanimously.

Motion: Resolve as the Library District Board of Directors, Action: approve, Moved by: Supervisor Elizabeth Archuleta, Seconded by: Supervisor Jim Parks. The motion passed unanimously.

Library District Public Hearing/Action Item:

44. Public hearing, consideration and possible action regarding the adoption of the Truth in Taxation for the Coconino County Library District secondary tax rate and levy increase in property taxes, for a total secondary property tax levy of $4,680,264. Finance

Assistant Finance Director Megan Cunningham advised that staff recommends the Coconino County Library District Board of Directors hold a Truth in Taxation hearing to receive public input on the Coconino County Library District secondary tax rate and levy increase in property taxes. She provided statistical and statutory information as to the primary tax rate and levy increase in property taxes for Coconino County Library District.

Chairwoman Fowler opened the public hearing for public comment at 7:06 p.m.; receiving none, she closed the public hearing.
**Motion:** Adopt the Truth in Taxation for the Coconino County Library District secondary tax rate and levy increase in property taxes, for a total secondary property tax levy of $4,680,264 by roll call vote, **Action:** approve, **Moved by:** Director Jim Parks, **Seconded by:** Director Matt Ryan. The motion passed unanimously.

Clerk of the Board of Supervisors Lindsay Daley conducted a roll call vote.

Chairwoman Lena Fowler: Aye  
Vice Chair Jim Parks: Aye  
Director Elizabeth Archuleta: Aye  
Director Matt Ryan: Aye  
Director Babbott: Absent

Clerk Daley announced the motion passed unanimously. 

45. Public hearing, consideration and possible action regarding adoption of the FY2020 Final Budget for the Coconino County Library District in the amount of $4,899,961. **Finance**

Assistant Finance Director Cunningham provided information regarding the recommended FY2020 final budget amount proposed for the Coconino County Library District.

Chairwoman Fowler opened the public hearing for public comment at 7:08 p.m.; receiving none, she closed the public hearing.

**Motion:** Adopt the FY2020 Final Budget for the Coconino County Library District in the amount of $4,899,961, **Action:** approve, **Moved by:** Director Elizabeth Archuleta, **Seconded by:** Director Jim Parks. The motion passed unanimously.

**Motion:** Resolve as the Board of Supervisors, **Action:** approve, **Moved by:** Director Jim Parks, **Seconded by:** Director Elizabeth Archuleta. The motion passed unanimously.

**Motion:** Resolve as the Jail District Board of Directors, **Action:** approve, **Moved by:** Supervisor Elizabeth Archuleta, **Seconded by:** Supervisor Jim Parks. The motion passed unanimously.

**Jail District Public Hearing/Action Item:**

46. Public hearing, consideration and possible action regarding adoption of the FY2020 Final Budget for the Coconino County Jail District in the amount of $26,376,500. **Finance**

Assistant Finance Director Cunningham provided information regarding the recommended FY2020 final budget amount proposed for the Coconino County Jail District.

Chairwoman Fowler opened the public hearing for public comment at 7:11 p.m.; receiving none, she closed the public hearing.
**Motion:** Adopt the FY2020 Final Budget for the Coconino County Jail District in the amount of $26,376,500, **Action:** approve, **Moved by:** Director Jim Parks, **Seconded by:** Director Elizabeth Archuleta. The motion passed unanimously.

**Motion:** Resolve as the Board of Supervisors, **Action:** approve, **Moved by:** Director Elizabeth Archuleta, **Seconded by:** Director Jim Parks. The motion passed unanimously.

**Motion:** Resolve as the Kachina Village Improvement District Board of Directors, **Action:** approve, **Moved by:** Supervisor Matt Ryan, **Seconded by:** Supervisor Elizabeth Archuleta. The motion passed unanimously.

**KVID Public Hearing/Action Item:**

47. Public hearing, consideration and possible action regarding adoption of the FY2020 Final Budget for the Kachina Village Improvement District (KVID) in the amount of $2,174,583. 

**Finance**

Assistant Finance Director Cunningham provided information regarding the recommended FY2020 final budget amount proposed for the Kachina Village Improvement District.

Chairwoman Fowler opened the public hearing for public comment at 7:13 p.m.; receiving none, she closed the public hearing.

**Motion:** Adopt the FY2020 Final Budget for the Kachina Village Improvement District (KVID) in the amount of $2,174,583, **Action:** approve, **Moved by:** Director Matt Ryan, **Seconded by:** Director Jim Parks.

There was discussion on the motion. Director Ryan noted this is the last time we will adopt the KVID budget. He commended KVID Manager Sam Mossman and the community for their professionalism.

Director Archuleta recognized the work done by Director Ryan in the long process of the KVID transfer of governance. Adding that he was dedicated and exercised exemplary leadership.

Chairwoman Fowler called for the question; the motion passed unanimously.

**Motion:** Resolve as the Board of Supervisors, **Action:** approve, **Moved by:** Director Matt Ryan, **Seconded by:** Director Jim Parks. The motion passed unanimously.

**Motion:** Resolve as the North Stardust & Antelope County Improvement District Board of Directors, **Action:** approve, **Moved by:** Supervisor Elizabeth Archuleta, **Seconded by:** Supervisor Jim Parks. The motion passed unanimously.
North Stardust & Antelope County Improvement District Public Hearing/Action Item:

48. Public hearing, consideration and possible action regarding the adoption of the FY2020 Final Budget for the North Stardust and Antelope County Improvement District in the amount of $0. Finance

Assistant Finance Director Cunningham noted the debt for this district is retired but the Board is required to establish a budget for all special districts; the Board will need to dissolve the district in the next fiscal year.

Chairwoman Fowler opened the public hearing for public comment at 7:16 p.m.; receiving none, she closed the public hearing.

Motion: Adopt the FY2020 Final Budget for the North Stardust and Antelope County Improvement District in the amount of $0, Action: approve, Moved by: Director Jim Parks, Seconded by: Director Matt Ryan.

There was discussion on the motion. Director Archuleta noted this is historical as it was a way for residents to be able to improve and maintain their roads. Adding that this is the last of the improvement districts. She congratulated District 4.

Director Ryan noted it was the community that worked through issues with the County to establish the district and it was not an easy project.

Chairwoman Fowler called for the question; the motion passed unanimously.

Motion: Resolve as the Board of Supervisors, Action: approve, Moved by: Director Elizabeth Archuleta, Seconded by: Director Jim Parks. The motion passed unanimously.

Motion: Resolve as the Tusayan Lighting District Board of Directors, Action: approve, Moved by: Supervisor Matt Ryan, Seconded by: Supervisor Elizabeth Archuleta. The motion passed unanimously.

Tusayan Lighting District Public Hearing/Action Item:

49. Public hearing, consideration and possible action regarding adoption of the FY2020 Final Budget for the Tusayan Special Lighting District in the amount of $11,400. Finance

Assistant Finance Director Cunningham provided information regarding the recommended FY2020 final budget amount proposed for the Tusayan Special Street Lighting District.

Chairwoman Fowler opened the public hearing for public comment at 7:23 p.m.; receiving none, she closed the public hearing.
Motion: Adopt the FY2020 Final Budget for the Tusayan Special Lighting District in the amount of $11,400, Action: approve, Moved by: Director Matt Ryan, Seconded by: Director Jim Parks. The motion passed unanimously.

Motion: Resolve as the Board of Supervisors, Action: approve, Moved by: Director Jim Parks, Seconded by: Director Elizabeth Archuleta. The motion passed unanimously.

There being no further discussion, Chairwoman Fowler adjourned the meeting at 7:25 p.m.

COCONINO COUNTY BOARD OF SUPERVISORS

(SEAL)

Lena Fowler, Chair

ATTEST:

Lindsay Daley, Clerk of the Board of Supervisors
OFFICE OF THE COCONINO COUNTY
BOARD OF SUPERVISORS AND THE BOARD OF DIRECTORS OF THE
COCONINO COUNTY FLOOD CONTROL DISTRICT

SPECIAL SESSION MINUTES

Wednesday, July 3, 2019

9:00 a.m. – special session
Executive Session immediately following
219 E. Cherry Ave, Flagstaff, AZ 86001
2nd Floor, Grand Canyon Conference Room

Present: Chair Lena Fowler, Vice Chair Jim Parks, Supervisor Art Babbott, Supervisor Matt Ryan and Supervisor Elizabeth Archuleta was on the phone.

Also Present: County Manager Jimmy Jayne, Deputy County Manager Lucinda Andreani, Deputy County Attorney Rose Winkeler, Parks and Recreation Director Cynthia Nemeth, Public Affairs Director Eric Petersen, Forest Restoration Coordinator Jay Smith, Clerk of the Board Lindsay Daley.

Chair Fowler called the meeting to order at 9:01 am.

Call to the Public:

There was no one from the public present.

Motion: Move to resolve as the Flood Control District Board of Directors, Action: approve, Moved by: Supervisor Art Babbott, Seconded by: Supervisor Matt Ryan. The motion passed unanimously.

Flood Control District Action Item:

1. Consideration and possible action regarding approval to purchase S-119R Air Curtain Burner and Ash Rake for $124,162.98 with a transfer from the General Fund in the
amount of $30,000 and the remaining balance of $94,162.98 will be funded from the Flood Control District Capital expense account in FY20. **Flood Control District**

Deputy County Manager Lucinda Andreani presented this item. She explained that this was discussed during the budget meetings. She stated that today the Board will be approving the purchase order for the air curtain burner.

Forest Restoration Coordinator Jay Smith also spoke about the use of the air curtain burner and developing a process for allowing other agencies to use it and providing a report as to how it is being used. Coordinator Smith stated they are still waiting – Arizona Department of Environmental Quality (ADEQ) is rewriting their rules this year and they just finished their comment period. If he does not wait until their process is done, then he may have to get two permits.

Director Ryan stated that he would like to find a way that the County is able to be flexible for allowing the use of the air curtain burner.

Director Archuleta asked if there is a fee for allowing the use of the air curtain burner. Deputy Manager Andreani stated they still need to work through that with the County Attorney and consider the maintenance of the equipment. She stated that hopefully other agencies will start funding these machines as well.

Director Parks stated that he feels there needs to be a lot of oversight if the County allows others to use it.

Director Babbott stated that flexibility is good but people should have an investment in it. He stated that others should participate to the contributions of the maintenance especially when saving other agencies money in the long run. He stated that deploying this in a visible way to see what investments this Board is making in this area is important. He stated that he would like to get the air curtain burner into use before October. He stated that he would like to get our operators proficient in using our loaders for this.

Director Fowler asked if the permits can be waived if we are working on Forest Service land. Coordinator Smith stated that it is an ADEQ permit and the Forest Service has to go through the permit process of ADEQ as well. Deputy Manager Andreani stated that the state should be incentivizing the use of this machine because we are reducing the use of smoke and this may be something to work on with the state.

**Motion:** Move to approve Flood Control District action agenda item 1, **Action:** approve, **Moved by:** Director Art Babbott, **Seconded by:** Director Matt Ryan. The motion passed unanimously.

**Motion:** Move to resolve as the Board of Supervisors **Action:** approve, **Moved by:** Director Art Babbott, **Seconded by:** Director Jim Parks. The motion passed unanimously.

Deputy County Attorney Rose Winkeler recommended the Board enter executive session for item 2 on the agenda.

Executive Session:

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

Present: Chair Lena Fowler, Vice Chair Jim Parks, Supervisor Art Babbott, Supervisor Matt Ryan and Supervisor Elizabeth Archuleta was on the phone.

Also Present: County Manager Jimmy Jayne, Deputy County Manager Lucinda Andreani, Deputy County Attorney Rose Winkeler, Parks and Recreation Director Cynthia Nemeth, Clerk of the Board Lindsay Daley.

Chair Fowler started the executive session discussion at 9:17 a.m.

Chair Fowler adjourned the executive session and meeting at 9:48 a.m.

COCONINO COUNTY BOARD OF SUPERVISORS

(Seal)

Lena Fowler, Chair

ATTEST:

Lindsay Daley, Clerk of the Board

July 3, 2019 – Special Session Minutes

Approved August 6, 2019
DATE: August 1, 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 - JUNE 20, 2019
3 - WARRANT LISTING - JUNE 27, 2019
4 - WARRANT LISTING - JULY 3, 2019
5 - WARRANT LISTING - JULY 11, 2019
6 - WARRANT LISTING - JULY 18, 2019
7 - WARRANT LISTING - JULY 19, 2019
8 - WARRANT LISTING - JULY 25, 2019
Warrant listing for 6/20/19 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 6/27/19 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 7/3/19 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 7/11/19 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 7/18/19 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 7/19/19 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 7/25/19 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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| 92000618| 1809 - PK DISTRIBUTORS LLC                                                  | 167.79  
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| 92000620| 5711 - MICHELE AXLUND                                                       | 157.76  
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| 92000630| 1074 - CDW GOVERNMENT INC                                                   | 24,954.03  
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| 92000652| 1573 - DIRECTV LLC                                                          | 132.98  
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12. | 08/06/2019 | Board Of Supervisors | Warrants
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DATE: August 1, 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 2 in the amount of $1,500.00 to the Flagstaff Downtown Business Alliance to assist with costs for movie license fees and production to provide Movies on the Square in a family friendly and safe environment all summer, at no cost to the Community.

RECOMMENDED MOTION:

Approve a Community Grant funding request from District 2 in the amount of $1,500.00 to the Flagstaff Downtown Business Alliance to assist with costs for movie license fees and production to provide Movies on the Square in a family friendly and safe environment all summer, at no cost to the Community.

BACKGROUND:

The Flagstaff Downtown Business Alliance is a non-profit organization. The funds will be used to assist with costs of movie license fees and production costs associated with bringing the Movies on the Square to downtown Flagstaff and is free to the entire community. The Movies are in a family friendly and safe environment which attracts attendees from all backgrounds and demographics. The event brings locals and visitors and serves a broad cross-section of the community. Coconino County funded this organization through Community Grants in the past. The Flagstaff Downtown Business Alliance has submitted a current expenditure report. Additional information is included in the application attached.

ALTERNATIVES:

Not approve the Community Grant Funding request

FISCAL IMPACT:

Community Grant fund account from District 2 will be reduced according to the amount the district donates
ATTACHMENTS:

1 - Staff Report
2 - BOS - CIG Application
COCONINO COUNTY BOARD OF SUPERVISORS

Community Grant Program Application

Flagstaff Downtown Business Alliance
Name of Organization

Non-Profit 86-1033923
Type of Organization (Government, Private, Non-Profit, etc...) Federal Employer ID Number (Please attach W9)

Community building, engagement with residents, downtown management and promotion Type of Service(s) Provided by Organization

Movies on the Square, May 25 – August 31 $2,000
Date(s) of Event/Program Total Amount Requested

120 N. Beaver, Suite 120  Flagstaff, AZ  86001
Organization Address

Terry Madeksza terry@downtownflagstaff.org
Contact Name Email Address

928-275-2655 602-320-9100
Daytime Phone Evening Phone

Please indicate the amount requested from each District:

| Dist. 1: Art Babbott | Dist. 2: $2,000 | Dist. 3: Liz Archuleta | Dist. 4: Matt Ryan | Dist. 5: Jim Parks |

If funded, Check payable to:

Flagstaff Downtown Business Alliance Terry Madeksza, Executive Director
Name of Organization Print Contact Name and Title

120 N. Beaver Street, Suite 120
Mailing Address

Flagstaff, AZ 86001  June 10,2019
City, State, Zip Date

BOARD APPROVAL
Signed: __________
Date: __________
District 1: __________
District 2: __________
District 3: __________
District 4: __________
District 5: __________

Page 1 of 3
**Answer all questions completely and accurately.**

1. Describe specific service(s) provided using these funds:
   
   Funds will be applied to movie licenses and production costs.

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

   Movies on the Square reaches all audiences, and is offered as a free and family-friendly event in a safe environment. This event also contributes to the vibrancy of downtown and activates Heritage Square as a place for the community to gather.

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

   Movies on the Square is a free, family-friendly event that attracts attendees from all backgrounds and demographics. This event brings locals and visitors, and serves a broad cross-section of the community.

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

   FDBA staff counts attendees each week. The FDBA also manages very active social media platforms with more than 50,000 reached. Our posts frequently ask for input and suggestions to make the event more successful.

5. List other funding sources for this program:

   The FDBA raises sponsorship from community partners and downtown businesses.

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.

   Community Grant Funds have been applied directly to production costs and movie licensing fees.

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

   Community Grant Funds allow the FDBA to show 2 additional movies over the summer.
7. Total Project cost: $40,000
8. Total Amount Requested: $2,000
9. County Funding Assistance Budget: (Attach separate sheet, if necessary)

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<td></td>
<td>$</td>
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</tbody>
</table>

Total: $ 

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

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) Terry Madeksoa

Clerk to complete following Board approval:

Total amount of grant: $ ____________________________
Date of award: ____________________________

Page 3 of 3
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Consideration and possible action to approve Resolution 2019-26, dissolving the Badger Creek Domestic Water Improvement District.

RECOMMENDED MOTION:

Approve Resolution 2019-26, dissolving the Badger Creek Domestic Water Improvement District, per the request of the District Board members. Board of Supervisors

BACKGROUND:

On July 5, the Clerk of the Board received a letter signed by all of the Badger Creek Domestic Water Improvement Board Members, requesting the District to be dissolved by the Board of Supervisors.

In November 2005, property owners in the Badger Creek area submitted the final signatures for a petition to the Board of Supervisors requesting the Board form a domestic water improvement district. The Board of Supervisors created the Badger Creek Domestic Water Improvement District (DWID) on January 17, 2006.

Board of Supervisors’ Resolution 2006-02 establishing the Badger Creek DWID also appointed Mary Landahl, Bruce Aiken, and Wendy Gunn as the interim board of directors of the Badger Creek DWID until elections were conducted.

In fall of 2018, County staff was researching the special districts that should possibly be considered to be dissolved by the Board.

Pursuant to A.R.S. § 48-264, subject to certain exemptions not applicable to Badger Creek Domestic Water Improvement District, “[i]f a special taxing district is found to have been inactive for at least five consecutive years, and upon investigation the board of supervisors finds that the district has no future purpose as determined by the district board of directors and no current indebtedness, the board of supervisors shall dissolve the district by board resolution.” A.R.S. § 48-264(A).
Thus, Badger Creek Domestic Water Improvement District may be dissolved if the Coconino County Board of Supervisors, after investigation, finds that:

(1) The District has been inactive for at least five consecutive years; and
(2) The District has no future purpose; and
(3) The District has no current indebtedness.

In assisting the Board of Supervisors in its duty of investigation, the County Recorder, Assessor and Treasurer confirmed that during the time the Badger Creek DWID had been in place, no elections for board members took place, no property taxes were levied, and no infrastructure was built or installed. In addition, the Badger Creek DWID Board of Directors had not conducted any meetings nor submitted annual reports to the Board of Supervisors.

With this information, Supervisor Fowler went out to the area and had discussions with residents in fall of 2018 to see if there was an interest in keeping the Badger Creek Domestic Water Improvement District. There was an interest in keeping the district and three residents, Joni Pope, Pamela Quist, and Mary Landahl, who were also registered voters within the district, volunteered and were appointed as the Board of Directors to the Badger Creek Domestic Water Improvement District by the Board of Supervisors on February 12, 2019.

On July 5 a letter was sent to the Clerk's Office requesting that the Badger Creek Domestic Water Improvement District be dissolved effective immediately. It was signed by all of the Board Members for the Badger Creek Domestic Water Improvement District.

Staff recommends that the Board of Supervisors adopt a resolution dissolving the Badger Creek Domestic Water Improvement District.

**ALTERNATIVES:**

The Board may decide to keep the DWID in place and see if there is a desire from other residents to be the Board of Directors and continue with the district.

**FISCAL IMPACT:**

There is no impact to the General Fund.

**ATTACHMENTS:**

1 - Staff Report
2 - RESOLUTION 2019-26
3 - LETTER TO DISSOLVE
RESOLUTION 2019 - 26

A RESOLUTION OF THE BOARD OF SUPERVISORS OF COCONINO COUNTY, ARIZONA, DISSOLVING THE BADGER CREEK DOMESTIC WATER IMPROVEMENT DISTRICT

WHEREAS, In November 2005 property owners in the Badger Creek area submitted the final signatures for a petition to the Board of Supervisors requesting the Board form a domestic water improvement district. The Board of Supervisors created the Badger Creek Domestic Water Improvement District (DWID) on January 17, 2006; and

WHEREAS, Board of Supervisors’ Resolution 2006-02 establishing the Badger Creek DWID also appointed Mary Landahl, Bruce Aiken, and Wendy Gunn as the interim board of directors of the Badger Creek DWID until elections were conducted; and

WHEREAS, in fall of 2018 County staff investigated Badger Creek Domestic Water Improvement District’s activities, condition, finances, and all other pertinent factors with all due and proper diligence; and

WHEREAS, as a result of such investigations, County staff found that Badger Creek Domestic Water Improvement District had been inactive for at least five consecutive years with no budgets, annual reports or elections of members; and

WHEREAS, Supervisor Fowler met with residents in the area in fall of 2018 to see if there was a desire to dissolve the District or keep it established and reactivate it, and there was a desire to keep the district; and

WHEREAS, three residents and registered voters of the District, Joni Pope, Mary Landahl, and Pamela Quist volunteered and were appointed by the Board of Supervisors on February 12, 2019 to be the Board of Directors for the District; and

WHEREAS, on July 5, 2019, the Clerk of the Board of Supervisors received a letter, signed by all members of the Board, requesting that the Board of Supervisors dissolve the Badger Creek Domestic Water Improvement District effective immediately.

NOW THEREFORE BE IT RESOLVED that the Coconino County Board of Supervisors hereby dissolves the Badger Creek Domestic Water Improvement District, effective as of the adoption of this Resolution 2019-26.

PASSED AND ADOPTED this 6th day of August, 2019, by the Coconino County Board of Supervisors.

AYES:
NOS:
ABSENT:
June 30, 2019

To:
Clerk of the Board
Board of Supervisors
Attention: Lindsay Daley

Badger Creek Domestic Water Improvement District would like to dissolve our DWID effective immediately.

If you need any further information or have any questions please contact me- Joni Pope at 386-717-6160.
Thank you.

Joni Pope: Officer

Additional Officers:

Pamela Quist

Mary Landahl
DATE: August 1, 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 recommendation to the State Department of Liquor Licenses and Control, for approval of an application for Extension of Premises for a permanent change of area of service for Licensee Lauren K. Merrett for Agee’s BBQ Market located at 17730 S. Munds Ranch Rd., Munds Park, AZ.

RECOMMENDED MOTION:

Approve a recommendation to the State Department of Liquor Licenses and Control, for approval of an application for Extension of Premises for a permanent change of area of service for Licensee Lauren K. Merrett for Agee’s BBQ Market located at 17730 S. Munds Ranch Rd., Munds Park, AZ.

BACKGROUND:

Agee’s BBQ Market, located in District 3, submitted a completed application for a permanent change of area of service on July 24, 2019. The request for extension will allow a change for alcohol to be consumed in an additional area for outdoor dining, patio and events.

Per the Arizona Department of Liquor License and Control, when a licensee wishes to change the physical arrangement of the licensed premises from the diagram on record at the Department of Liquor, an Extension of Premises request must be submitted on a form provided by the Department. The licensee may request a permanent or temporary change of premises. Examples include adding a patio, adding or deleting windows, doors, dance floors, etc. Prior to approval, an inspection may be required by the state.

This permit has been reviewed by the Sheriff's Office, Health District, Community Development Department, and the Risk Manager.

The Board is required to consider this permit and recommend either approval or denial. The State Department of Liquor Licenses and Control will issue the actual permit.
ALTERNATIVES:

The Board could choose to recommend a denial of this request to expand this business or could make no recommendation.

If the Board does not recommend the application for approval, the State Board of Liquor Licenses and Control will conduct a hearing.

FISCAL IMPACT:

The County receives sales tax revenue from the sale of alcohol.

ATTACHMENTS:

1 - Staff Report
2 - APPLICATION
APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

*Obtain approval from local governing board before submitting to the department of liquor*
**Notice: Allow 30-45 days to process permanent change of premises**

☒ Permanent change of area of service. A non-refundable $50. Fee will apply. Specific purpose for change:

Add area for outdoor dining, patio and events.

☐ Temporary change (No Fee) for date(s) of:__/__/__ through__/__/__ list specific purpose for change:

1. Licensee's Name: Merrett, Lauren Kay
   Last
   First
   Middle
   License#: ________________________________

2. Mailing address: 17730 S Munds Ranch Rd., Munds Park 86017 Coconino
   Street
   City
   State
   Zip Code

3. Business Name: Agee's BBQ Market
   Street
   City
   State
   Zip Code

4. Business Address: 17730 S Munds Ranch Rd., Munds Park 86017 Coconino

5. Email Address: Merrecoin@gmail.com

6. Business Phone Number: 928/286/0997 Contact Phone Number: 602/738/1421

7. Is extension of premises/patio complete?
   ☒ N/A ☒ Yes ☒ No If no, what is your estimated completion date?__/__/__

8. Do you understand Arizona Liquor Laws and Regulations?
   ☒ Yes ☒ No

9. Does this extension bring your premises within 300 feet of a church or school?
   ☒ Yes ☒ No

10. Have you received approved Liquor Law Training?
    ☒ Yes ☒ No

11. What security precautions will be taken to prevent liquor violation in the extended area?
    Enclosed area and employee monitoring.

12. IMPORTANT: Attach the revised floor plan, clearly depicting your licensed premises along with the new extended area outlined in black marker or ink. If the extended area is not outlined and marked "extension" we cannot accept the application.

1/25/2017

Individuals requiring ADA accommodations please call (602)542-9027

Page 1 of 2

8/6/2019 Page 3 of
☐ Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption:

__________________________________________________________________________

☐ Approval  ☐ Disapproval by DLLC: ___________________________ Date: __/__/____

I, (Signature) Matthew Carroll Agee __________________________________________, hereby declare that I am a CONTROLLING PERSON/AGENT filing this notification. I have read this document and the contents and all statements are true, correct and complete.

State of Arizona  
County of ________________  
On this _____ Day of ___________ 20____ before me personally appeared Matthew Carroll Agee __________________________ (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above attached document.

ROBERT M JONCAS  
NOTARY PUBLIC, ARIZONA  
COCONINO COUNTY  
My Commission Expires November 30, 2019

(Affix Seal Above)

Signature of NOTARY PUBLIC

GOVERNING BOARD

After completion, and BEFORE submitting to the Department of Liquor, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

☐ Approval  ☐ Disapproval

Authorized Signature __________________________ Title __________________________ Agency __________________________ Date: __/__/____

DLLC USE ONLY

Investigation Recommendation:  ☐ Approval  ☐ Disapproval by: __________________________ Date: __/__/____

Director Signature required for Disapprovals: __________________________ Date: __/__/____

1/25/2017  
Page 2 of 2

Individuals requiring ADA accommodations please call (602)542-9027
Extension Outdoor dining/ Patio, Event area
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Consideration and potential adoption of Resolution 2019-25, the Clerk’s recommendations to find that the evidence supplied by the following owners to be sufficient to prove that the appellants’ properties (as listed here) are primary residences, pursuant to A.R.S. sec. 42-12052(B)(1), and possible order for their associated properties (listed here) to be reclassified as class three property pursuant to A.R.S. sec. 42-12003: Janel and Walter Miller, 5425 Snow Bowl Drive, Flagstaff, AZ (APN 301-82-010); Mark Hulet, 526 Haul Rd., Page, AZ (APN 802-09-011E).

RECOMMENDED MOTION:

To adopt Resolution 2019-25, the Clerk’s recommendations to find that the evidence supplied by the following owners to be sufficient to prove that the appellants’ properties (as listed here) are primary residences, pursuant to A.R.S. sec. 42-12052(B)(1), and possible order for their associated properties (listed here) to be reclassified as class three property pursuant to A.R.S. sec. 42-12003: Janel and Walter Miller, 5425 Snow Bowl Drive, Flagstaff, AZ (APN 301-82-010); Mark Hulet, 526 Haul Rd., Page, AZ (APN 802-09-011E).

BACKGROUND:

A.R.S. § 42-12052 directs each county assessor to review the assessment information on a continuing basis, to ensure proper classification of residential dwellings and if the assessor has reason to believe that a parcel of property that is classified as class three is not used as the owner’s primary residence or is being rented, and after notification as outlined in A.R.S. § 42-12052.B, the assessor shall reclassify the property as class four. A.R.S. § 42-12052 provides property owners who have had their property reclassified as class three to class four to appeal the reclassification to the county board of supervisors within thirty (30) days after the notice of reclassification. The Assessor mailed out the Reclassification notices on May 17 and the deadline to appeal is June 17.

A.R.S. § 42-12003 defines class three property as personal property and improvements to the property that are used as the owner’s primary residence or leased or rented to a relative of the owners, as provided by Section 42-12053 and used as the relative’s primary residence, that are not otherwise included in class one, two, four, six, seven or eight and that are valued at full cash value.
A.R.S. § 42-12004 defines class four property as real and personal property that is occupied by a relative of the owner, as provided by section 42-12053, and used as the relative's primary residence, that is not otherwise included in class one, two, four, six, seven or eight and that is valued at full cash value.

The Clerk's office received 58 classification appeals. The Clerk went through all of the appeals and spoke to most of them to insure the appeal forms were completed, notarized and included a copy of one of the acceptable proofs of primary address (copy of driver's license, copy of voter registration card, copy of motor vehicle registration, or a copy of a portion of the last tax return).

All of the appeals received have sufficiently proven that the appellants’ properties are primary residences, pursuant to A.R.S. sec. 42-12052(B)(1), and possible order for their associated properties to be reclassified as class three primary property pursuant to A.R.S. sec. 42-12003.

ALTERNATIVES:

The Board may decide not to approve the Resolution and to keep the properties classified as secondary.

FISCAL IMPACT:

There will be a slight change in the property taxes between primary and secondary classifications.

ATTACHMENTS:

1 - Staff Report
2 - RESOLUTION 2019-25
3 - ATTACHMENT A
RESOLUTION NO. 2019-25

A RESOLUTION OF THE BOARD OF SUPERVISORS OF COCONINO COUNTY, ARIZONA, ORDERING PROPERTY TAX RECLASSIFICATIONS OF 2019 PROPERTY TAX CLASSIFICATION APPEALS


WHEREAS, in 2012 the Arizona Legislature amended A.R.S. § 42-12052; and,

WHEREAS, A.R.S. § 42-12003 defines class three property as personal property and improvements to the property that are used as the owner’s primary residence or leased or rented to a relative of the owners, as provided by Section 42-12053 and used as the relative’s primary residence, that are not otherwise included in class one, two, four, six, seven or eight and that are valued at full cash value; and,

WHEREAS, A.R.S. § 42-12004 defines class four property as real and personal property that is occupied by a relative of the owner, as provided by section 42-12053, and used as the relative’s primary residence, that is not otherwise included in class one, two, four, six, seven or eight and that is valued at full cash value; and,

WHEREAS, A.R.S. § 42-12052 directs each county assessor to review the assessment information on a continuing basis, to ensure proper classification of residential dwellings and if the assessor has reason to believe that a parcel of property that is classified as class three is not used as the owner’s primary residence or is being rented, and after notification as outlined in A.R.S. § 42-12052.B, the assessor shall reclassify the property as class four; and,

WHEREAS, A.R.S. § 42-12052 provides property owners who have had their property reclassified from class three to class four to appeal the reclassification to the county board of supervisors within thirty (30) days after the notice of reclassification; and,

WHEREAS, if the owner proves to the board’s satisfaction that the property is occupied as the owner’s primary residence, the board shall order the property to be reclassified as class three property pursuant to A.R.S. § 42-12003; and,

WHEREAS, A.R.S. § 42-12053 defines standard criteria for determining whether property is considered to be the owner’s or relative’s primary residence, including: 1) The period of occupancy each year, 2) The owner’s registered voting precinct, 3) The Owner’s driver license address, 4) The registration address of the owner’s motor vehicles, and 5) A portion of the last tax return of primary residence; and,
WHEREAS, the Board of Supervisors has reviewed reclassification appeal information and notations provided by staff; and,

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors hereby orders property reclassifications as depicted in Attachment A.

PASSED AND ADOPTED this 6th day of August, 2019, by the Coconino County Board of Supervisors.

AYES:
NOS:
ABSENT:

COCONINO COUNTY BOARD OF SUPERVISORS

____________________________________
Lena Fowler, Chairwoman

(SEAL)

ATTEST:

__________________________________
Lindsay Daley, Clerk

APPROVED AS TO FORM:

____________________________________
Rose Winkeler, Deputy County Attorney
<table>
<thead>
<tr>
<th>Name/Address</th>
<th>Address of Appealed Property</th>
<th>APN #</th>
<th>Original Assessor's Classification</th>
<th>Owner's Requested</th>
<th>Clerk's Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Janel &amp; Walter Miller</td>
<td>Snow Bowl Drive Flagstaff,</td>
<td>301-82-010</td>
<td>4.1 Non-Primary Residential</td>
<td>03 Primary</td>
<td>Reclassify as requested to Class 3 (primary residence)</td>
</tr>
<tr>
<td>5425</td>
<td>AZ 86004</td>
<td></td>
<td></td>
<td>Residential</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAME</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Mark Hulet</td>
<td>PO Box 302, Page, AZ 86040</td>
<td>802-09-011E</td>
<td>4.1 Non-Primary Residential</td>
<td>03 Primary</td>
<td>Reclassify as requested to Class 3 (primary residence)</td>
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<tr>
<td></td>
<td>526 Haul Rd., Page, AZ</td>
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<td></td>
<td>Residential</td>
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<tr>
<td></td>
<td>86040</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Armando Ruiz, Assessor

SUBJECT: Consideration and possible approval of Resolution 2019-31, redeeming the waiver and authorizing the Coconino County Assessor to accept the Affidavit for Tax Exemption for Tax Year 2019 for the following non-profit organizations, for property located in Coconino County, Arizona; Flagstaff Federated Community Church, Flagstaff Monthly Meeting, I.O.O.F, Knights of Pythias Arizona Domain Grand Lodge, Lowell Observatory, Transition Zone & Horticultural Institute Inc and Williams Hospital District.

RECOMMENDED MOTION:

Approve Resolution 2019-31, redeeming the waiver and authorizing the Coconino County Assessor to accept the Affidavit for Tax Exemption for Tax Year 2019 for the following non-profit organizations, for property located in Coconino County, Arizona; Flagstaff Federated Community Church, Flagstaff Monthly Meeting, I.O.O.F, Knights of Pythias Arizona Domain Grand Lodge, Lowell Observatory, Transition Zone & Horticultural Institute Inc and Williams Hospital District.

BACKGROUND:

Arizona Revised Statutes allow for exemption of property taxes for 501 (c) (3) tax exempt organizations. The law requires that an applicant make an annual filing of the affidavit claiming its exemption with the Assessor in the county where the property is located. If an organization of individual fails to file between the first Monday in January and March 1 each year, ARS 11153 allows a tax-exempt organization of individual to file a petition for exemption with the County Board of Supervisors. The exemption may be granted by the county board of supervisors at any regular meeting prior to finalization of the tax roll for the tax year. In no case shall any taxes due and payable prior to the submission of the petition be refunded of abated. The County Assessor has verified that the applicant organizations or individuals qualify as eligible for exemption. The waiver request may be approved by the County Board at any regular meeting.
ALTERNATIVES:

Deny the exemption.

FISCAL IMPACT:

Fiscal impact is minimal for these organizations and individuals, since most of them are renewing an existing exemption on the real or personal property.

ATTACHMENTS:

1 – Staff Report
2 – Resolution 2019-31
3 – Forgiveness Letter
RESOLUTION 2019-31


WHEREAS, ARS 42-11121 allows for an exemption of property taxes for property owned by a non-profit community service organization; and

WHEREAS, filing of the affidavit claiming the exemption must be done annually with the Assessor in the county where the property is located; and

WHEREAS, the period for filing such exemption is between the first Monday in January and March 1st each year; and

WHEREAS, as all the above non-profit organizations have provided in the request for waiver of the tax exemption, and missed the deadline for filing the Affidavit of Tax Exemption for the 2018 tax year; and

WHEREAS, ARS 42-11153 allows a tax-exempt organization which misses the March 1st deadline to file a petition for exemption with the county board of supervisors; and

WHEREAS, a waiver may be redeemed by the county board of supervisors at any regular meeting;

NOW THEREFORE BE IT RESOLVED that the Coconino County Board of Supervisors redeems the waiver and authorizes the Coconino County Assessor to accept the Affidavit for Tax Exemption filed by the above organizations, all are non-profit community service organizations, for Tax Year 2019.

SIGNED AND SEALED this 13th day of August 2019.

AYES:
NOS:
ABSENT:
May 13, 2019

Dr. Ingrid N. Lee
President

Brad Garner
Vice President

Ellen Wade
Secretary

Erin Creekmur
Treasurer

Board of Supervisors
Coconino County
219 E Cherry Avenue
Flagstaff, AZ 86001

Dear Board of Supervisors,

With this letter, the Transition Zone Horticultural Institute (dba The Arboretum at Flagstaff) asks forgiveness for not making the deadline date of March 1, 2017 for submission of the Affidavit For Organizational Tax Exemption.

The original document comes when we have limited hours, and was lost in piles of mail, and so we missed the deadline.

We appreciate the opportunity to request forgiveness for missing the original deadline and to re-submit the Affidavit.

Sincerely yours,

Lynne Nemeth
Executive Director

The Arboretum at Flagstaff's Mission is to increase the understanding, appreciation, and conservation of plants and plant communities native to the Colorado Plateau.
To Whom This May Concern at Coconino County Assessor:

On behalf of Flagstaff Federated Community Church, I apologize for the tardiness of the Affidavit for Organizational Tax Exemption. The document is complete and included with this letter of forgiveness.

Since this is my first year in the role of Office Administrator for Flagstaff Federated Community Church, I am still learning the requirements for documentation which needs to be filed regularly for the church.

If there are any comments, questions, or concerns, please reach out to me.

Sincerely,

Shaun McKernan, M.P.A.
Office Administrator
(928) 774-7383 x101
office@flagstafffederatedchurch.org
March 11, 2019

Board of Supervisors
219 E. Cherry Ave
Flagstaff, AZ 86001

Dear Board of Supervisors

As the outgoing 2018 Treasurer for Flagstaff Monthly Meeting of the Religious Society of Friends (Quakers), I moved the letter from the County Assessor’s office to the new Treasurer. The incoming Treasurer has an elderly mother that needed care early this year and was in Wisconsin. The Treasurer position came back to me. I missed the deadline for the tax exemption on our property.

I am submitting this letter as a letter of forgiveness regarding the property tax exemption for Parcels 103-11-001 and 103-11-002. I am sorry for my lack of attending to the business of the Quaker meeting and wasting the time of the Board and Assessor’s office. I will properly tend this business in the future as I will continue to be the Treasurer for a number of years.

Thank you for your time and consideration of this matter.

Sincerely yours,

Pam Garcia
Treasurer, Flagstaff Monthly Meeting
Religious Society of Friends (Quakers)
Board of Supervisors
Letter of Forgiveness
June 7, 2019

Please forgive us in the untimely manner in which you received our Affidavit for Organizational Tax Exemption. It was mailed out in time but we have no control over the U.S. mail. Please reinstate our request for Tax Exemption.

Cecelia Curtis, Secretary
IOOF Flagstaff #11
3745 N.Tonto Road
Golden Valley, AZ., 86413

Cecelia Curtis
Secretary
June 13, 2019

Coconino County Board of Supervisors,

The Arizona Domain Grand Lodge Trustees is hereby respectfully submitting a letter of forgiveness for sending the Affidavit Organizational Tax Exemption late. We were in the process of realigning the Grand Trustees staff and consequently the letter submitted untimely.
We ask for forgiveness and ask that we be exempt from testifying in front of the Board of Supervisors as we reside in Santa Cruz County.

If there is a need to submit a separate letter of forgiveness please advise.

Joe Agosttini
Grand Trustee Chairman
Board of Supervisors
Coconino County
219 E. Cherry Avenue
Flagstaff, AZ 86001

To whom it may concern:

Lowell Observatory did not submit the 2019 Affidavit for Organizational Tax Exemption before the March 2019 deadline due to staff rotation and the initial affidavit solicitation being directed incorrectly upon receipt. As a result, we submit this letter of forgiveness and celebrate our 125th year of existence in the region.

Please find enclosed our completed Affidavit for Organizational Tax Exemption. We have noted the deadlines for future submissions to prevent oversight. Please contact us if you have further inquiries.

Sincerely,

Anne LaBuzza
Deputy Director for Administration
alabuzza@lowell.edu
(928) 233-3239

CC: Armando Ruiz
Coconino County Assessor
May 23, 2019

Coconino County Board of Supervisors
219 E. Cherry Avenue
Flagstaff, Arizona 86001

Re: Parcel #201-30-004C

Dear Supervisors,

We were recently informed by the Coconino County Assessor Office that we must request forgiveness for Parcel #201-30-004C for failing to request Organizational Tax Exemption for this parcel.

The necessary forms for Parcel #201-30-004D have been properly filed in the past.

The notarized Affidavit for Organizational Tax Exemption is enclosed.

Thank you for your attention to this matter.

Sincerely,

George R. Glen
Chairman
Williams Hospital District Board

Cc: Armando Ruiz
    Coconino County Assessor
    110 E. Cherry Avenue
    Flagstaff, Arizona 86001
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: William P. Ring, Coconino County Attorney

SUBJECT: Consideration and possible action regarding the approval of the independent contractor agreement with Victim/Witness Services of Coconino County to administer the Crime Victim Compensation Program for the County Attorney's Office; consideration and possible action regarding approval of the FY20 Crime Victim Compensation Grant VC-20-051 agreement with the Arizona Criminal Justice Commission in the amount of $162,830.00; and the corresponding budget adjustment, an increase of $18,670.00, to align the approved budget for fund 1229 with the approved grant funding.

RECOMMENDED MOTION:

Approve the independent contractor agreement with Victim/Witness Services for Coconino County to administer the Crime victim Compensation Program for the County Attorney's Office; approve the FY20 Crime Victim Compensation Grant VC-20-051 agreement with the Arizona Criminal Justice Commission in the amount of $162,830.00 for the period of July 1, 2019 - June 30, 2020; and corresponding budget adjustment, an increase of $18,670.00, to align the approved budget for fund 1229 with the approved grant fund.

BACKGROUND:

The Arizona Crime Victim Compensation Program is a statewide program supervised by the Arizona Criminal Justice Commission and authorized by the Arizona legislature. Funds are derived from penalties paid by felony offenders that are allocated to each county attorney for distribution as compensation to victims of crimes which directly result in physical injury, extreme mental distress, or death, from federal grant pass-through monies; and from victim restitution through the superior court.

Many years ago, then County Attorney John Verkamp initiated a program which resulted in the establishment of an independent agency, Victim/Witness Services for Coconino County (VWS), to administer this program. The Coconino County Crime Victim Compensation Board determines the eligibility of victims' claims for needed services such as medical care, counseling, funeral expenses, and loss of wages. The board, administered by Victim/Witness Services staff, also assists victims in obtaining compensation through other sources such as AHCCCS and private insurance.
ALTERNATIVES:

Rejecting approval of this independent contractor agreement would result in the County Attorney's Office absorbing the administration of the victim compensation program internally. This would require an estimated two additional full-time staff (2.0 FTEs) and additional office space to handle these services; rejecting approval of this grant would prevent victims of crime from receiving compensation for specific expenses related to their victimization (medical, counseling, lost wages, travel to court, funeral expenses, etc.)

FISCAL IMPACT:

Victim Compensation Program funds were anticipated in the FY20 budget (Victim Compensation Fund #1229)

ATTACHMENTS:

1 - Staff Report
2 - GRANT
3 - BUDGT ADJUSTMENT
4 - AGREEMENT
5 - COI
Arizona Criminal Justice Commission

June 3, 2019

Honorable William P. Ring
Coconino County Attorney's Office
110 E Cherry Ave
Flagstaff, Arizona 86001

Re: Victim Compensation Grant Number VC-20-051

Dear: Mr. William P. Ring

On March 21, 2019 the Arizona Criminal Justice Commission (ACJC) designated the County Attorneys' Offices as operational units to administer the Crime Victim Compensation Program for State fiscal year 2020. On March 21, 2019 the Commission also approved the allocation of $4,450,000.00 in state and federal crime victim compensation funds to county programs for FY 2020. The total amount allocated Coconino County Attorney's Office includes the following:

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACJC (State Funding)*</td>
<td>$162,830.00</td>
</tr>
<tr>
<td>VOCA (Federal Funding)*</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>TOTAL ALLOCATION</strong></td>
<td><strong>$162,830.00</strong></td>
</tr>
</tbody>
</table>

The allocation of state funding to the Coconino County Attorney's Office compensation program includes $36,100.00 to help cover administration costs of the program in accordance with the budget in the grant agreement. For a summary of administrative expenses please refer to the administrative fund guidelines established by ACJC. Any question about administrative expense eligibility should be directed to ACJC compensation program staff.

For FY 2020, all compensation benefits funding will be distributed through a monthly reimbursement process. ACJC program staff can allow upfront payments of compensation program administrative funds on a case by case basis to programs demonstrating an urgent need and have submitted a written request. All payments will be made through the Automated Clearing House Vendor Payments (direct deposit).

Please find the included Grant Agreement, with instructions for obtaining signatures and formal action. Please return the agreement with authorized signatures to the Commission office within 90 days of the award date of July 1, 2019 or the agreement may be cancelled.

If you have any questions concerning this program you may contact me at 602-364-1177.

Sincerely,

[Signature]

Dorinda Johns, Program Coordinator
Crime Victim Services

CC: Tami Suchowiejko, Marcus Clanton

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*Estimated Level
This Grant Agreement is made this first day of July, 2019 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called “COMMISSION” and COCONINO COUNTY ATTORNEY’S OFFICE, hereinafter called “GRANTEE”. The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on July 1, 2019 and terminate on June 30, 2020. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.

2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.

3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.

4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

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

B. If to the GRANTEE:

   Coconino County Attorney's Office
   110 E Cherry Ave
   Flagstaff, Arizona, 86001
   Attn: The Honorable William P. Ring
6. For grant awards above $100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

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

<table>
<thead>
<tr>
<th>Personnel:</th>
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<tbody>
<tr>
<td>Salaries</td>
<td>$28,876.00</td>
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<td>Fringe Benefits (for salaries/overtime)*</td>
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<tr>
<td>Overtime</td>
<td>$0.00</td>
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<tr>
<td>Professional &amp; Outside/Consultant &amp; Contractual Services</td>
<td>$0.00</td>
</tr>
<tr>
<td>Travel In-State</td>
<td>$0.00</td>
</tr>
<tr>
<td>Travel Out-of-State</td>
<td>$0.00</td>
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<tr>
<td>Confidential Funds</td>
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<tr>
<td>Operating Expenses:</td>
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<tr>
<td>Supplies</td>
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<tr>
<td>Registration/Training</td>
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<tr>
<td>Other</td>
<td>$0.00</td>
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<tr>
<td>Equipment</td>
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<tr>
<td>Capital</td>
<td>$0.00</td>
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<tr>
<td>Noncapital</td>
<td>$0.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$162,830.00</td>
</tr>
</tbody>
</table>

Positions Funded:
.5 Victim Compensation Administrator, .4 Victim Compensation Coordinator

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

7. The total to be paid by the COMMISSION under this Agreement shall not exceed $0.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and $162,830.00 in State Funds.

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

9. GRANTEE agrees that if it currently has an active award of federal funds or if it receives any other award of federal funds during the period of performance for this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, of the potential of duplication, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than
five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.

11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE’s approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.

12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.

14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of $5,000 or greater. If the GRANTEE’s capitalization policy defines a capital expenditure as less than $5,000, the GRANTEE will follow its own policy.

15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.

16. GRANTEE agrees to follow equipment disposition policies outlined in 2 C.F.R. 200.313(e)(1) through Uniform Administrative Requirements for Grants and Cooperative Agreements—Equipment, when the equipment is no longer needed for the grant program. Link e-CFR Navigation Aid: http://www.ecfr.gov/cgi-bin/ECFR?page=browse

17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

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

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<thead>
<tr>
<th>ACTIVITY REPORTS</th>
<th>Due Date:</th>
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</thead>
<tbody>
<tr>
<td>Report Period:</td>
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<td>July 1 to September 30</td>
<td>October 25</td>
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<td>October 1 to December 31</td>
<td>January 25</td>
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<tr>
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<td>April 25</td>
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<tr>
<td>April 1 to June 30</td>
<td>July 25</td>
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<table>
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<th>Report Period:</th>
<th>Due Date:</th>
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<td>September 1 – September 30</td>
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<tr>
<td>December 1 – December 31</td>
<td>January 25</td>
<td>June 1 – June 30</td>
<td>July 25</td>
</tr>
</tbody>
</table>

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.

21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.

22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.

24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.

25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION.


26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of $150,000.

27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of $650 per day.

28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)
29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide (currently, as section 3.10 "Postaward Requirements" in the DOJ Grants Financial Guide").

31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.

32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.

33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.

II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent’s answer and any counterclaims must be filed within 20 calendar days of service of the demand.

III. The arbitration shall be conducted in Maricopa County.

IV. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.

V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.

VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.

VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator’s fees and expenses. Each party must pay its own expenses and attorney’s fees.

34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

38. Restrictions and certifications regarding non-disclosure agreements and related matters

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the
nondisclosure of classified information.

I. In accepting this award, the GRANTEE--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

II. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

   (1) it has determined that no other entity that the recipient’s application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

   (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

39. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

40. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

41. GRANTEE will comply with the audit requirements of Uniform Guidance (2 CFR 200 subpart F 200.500) and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

**Link:** Audit Requirements for OJP Awards:  
[https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf](https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf)
42. GRANTEE certifies that it will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and the OJP Financial Guide.

**Link:** 2 C.F.R Part 200 for OJP Awards: https://ojp.gov/funding/Part200UniformRequirements.htm

43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2018. GRANTEE or sub-grantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018 https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm

44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.

45. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

46. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.

**Link:** System for Award Management https://www.sam.gov/SAM/

47. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.

48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the **OJP Training Guide Principles for Grantees and Subgrantees.**

**Link:** OJP Training Guide Principles for Grantees and Subgrantees https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm

50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE’S or COMMISSION’S expense, shall contain the following statement:

"This was supported by Award No. 2018-VC-GX-0040 awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

53. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment. An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)). If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

54. In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipient Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website:


55. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Partnerships with Faith-Based and Other Neighborhood Organizations" (the "PFNBO"). The PFNBO Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The PFNBO Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary’s religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

Link: https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDP Faith
56. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The GRANTEE or subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any GRANTEE.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and GRANTEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

57. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEOP). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

58. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

59. GRANTEE agrees to formulate and keep on file an EEO (if GRANTEE is required pursuant to 28 CFR 42 Subpart E). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION (see 28 CFR 42.204(c), .205(c)(5)).

60. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.

Link: http://www.azsinc.gov/grants

61. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712,
including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

62. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.

Link: http://niem.github.io/reference/specifications/

63. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:

Link: https://it.ojp.gov/gsp_grantcondition

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

64. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

65. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

66. If GRANTEE is a state agency and the award is for the development of information technology projects for more than $25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

67. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, contractor, subcontractor, or other person has, in connection with funds under this award, has either 1) submitted a false claim that violates the
False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

68. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 74 Fed. Reg. 51225 (October 2009).

69. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

70. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 by state employers and contractors.

71. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.

72. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

73. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.

74. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.

75. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

76. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or
pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

77. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.

78. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. Part 200 Uniform Requirements.

79. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION’S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

80. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

81. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

82. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.
1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.

2. GRANTEE acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

3. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality’s Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.

4. The GRANTEE agrees that allocated compensation benefit funds will be used to provide compensation awards to victims of criminally injurious conduct occurring within the GRANTEE’S jurisdiction.

5. The GRANTEE understands that crime victim compensation benefit funding will be distributed to grantees as a monthly reimbursement of compensation program expenditures.

6. The GRANTEE understands that $36,100.00 is the maximum allowable amount of State compensation funding to be expended on the administration of this program.

7. The GRANTEE agrees that expenditures made in Compensation Benefits will be for Compensation benefit payments only. Funding in Compensation Benefits cannot be transferred to another budget category.

8. The GRANTEE understands that financial reimbursement request forms are required for reimbursement of expenditures. The final request for reimbursement of compensation funds must be received by the COMMISSION no later than 10 days after the last day of the award period.


10. The GRANTEE agrees to comply with all applicable Open Meeting Laws, A.R.S. §38-431 et seq.
11. The GRANTEE agrees to seek and order all available restitution owed to the program.

12. The GRANTEE agrees to negotiate reductions in fees for service with service providers for all program benefit expenditures.

13. The GRANTEE agrees that information on race, sex, national origin, age, and disability of recipients of compensation will be collected and maintained, where such information is voluntarily furnished by those receiving compensation.

14. The grantee agrees to adhere to the provisions and conditions outlined in the Memorandum of Understanding (MOU) between the Office for Victims of Crime (OVC) and the Federal Bureau of Investigation (FBI) pertaining to the dissemination of information to State Crime Victim Compensation Programs concerning the verification of victims of crime claims investigated by the FBI. Failure to abide by the provision of the MOU will result in a cancellation of the agreement to release FBI investigative information to the grantee.

15. GRANTEE acknowledges the requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any or more of these award requirements—whether a condition set out in full below, a condition incorporated by the reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold finds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

16. GRANTEE must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The GRANTEE'S breach procedures must include a requirement to report actual or imminent break of PII to the COMMISSION no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

17. The GRANTEE warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If a grantee uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract.
subject to penalties up to and including termination of this contract. The Commission retains the legal right to inspect the papers of the grantee and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

18. The GRANTEE agrees to submit supporting documentation (i.e. receipts, invoices, timesheets, and/or payroll records) for all administrative grant expenditures with the monthly financial report through the ACJC Grant Management System (GMS)

19. The GRANTEE agrees to submit quarterly activity reports on the victim compensation claim data identified by the Commission and victim compensation claim expense documentation through the ACJC Data Warehouse.

Authorized Official Initials:_______
IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Authorized Signatory

Date

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

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

FOR CRIMINAL JUSTICE COMMISSION:

Andrew T. LeFevre, Executive Director
Arizona Criminal Justice Commission

Date

Revised 8/3/2016
ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

Insurance Requirements
Exhibit "A"

Insurance Requirements for Governmental Parties to a Grant Agreement:
None.

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

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

1. Commercial General Liability – Occurrence Form
   Policy shall include bodily injury, property damage, and broad form contractual liability.
   • General Aggregate $2,000,000
   • Products – Completed Operations Aggregate $1,000,000
   • Personal and Advertising Injury $1,000,000
   • Fire Legal Liability $50,000
   • Each Occurrence $1,000,000

   a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
   (Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

   b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
Coconino County Attorney's Office ACJC Grant Number VC-20-051

Exhibit "A" Page 2

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

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

   a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

   b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

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

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

   a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

   b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

**Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**Notice of Cancellation:**

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended,
voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative’s Name, Address, and Fax Number Here).

**Acceptability of Insurers:**
Contractor’s insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an “A.M. Best” rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Verification of Coverage:**
Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

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

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**Subcontractors:**
Contractor’s certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

**Approval and Modifications:**
The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**Exceptions:**
In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
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INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement")
made this ___ day of ___________________, 2019,

BETWEEN

VICTIM/WITNESS SERVICES FOR COCONINO COUNTY, an Arizona corporation, of 201 E Birch Ste. 4 Flagstaff, Arizona 86001 (hereinafter the "Independent Contractor"),

AND

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

WHEREAS:

A. The County has identified a need for a victim compensation program and has established the Coconino County Victim Compensation Board;

B. The County has been designated as the Operational Unit by the Arizona Criminal Justice Commission to receive an allocation from the Crime Victim Compensation Fund and to administer the Crime Victim Compensation Program during the 2020 fiscal year;

C. The Independent Contractor is willing and qualified to accept the responsibility of administering the Crime Victim Compensation Fund and Program for the County.

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

I. Scope of Work

Independent Contractor agrees to provide administrative services for the County for the Crime Victim Compensation Fund and to comply with the Arizona Criminal Justice Commission’s Crime Victim Compensation Program Administration Requirements and the Certified Assurances as shown in Attachment A. Services include:

(a) accounting for all monies received for the Coconino County Crime Victim Compensation Program;

(b) accounting for all disbursements to eligible victims and to providers of eligible services to eligible victims, and administrative charges as provided in this Agreement;

(c) verifying the eligibility of victims for compensation through the Crime Victim Compensation Fund;

(d) assisting victims in obtaining compensation through other sources;
(e) disbursing invoices to the office of the County Attorney to reimburse the Independent Contractor for payments made to eligible victims or providers of eligible services, including but not limited to medical care, counseling, wage loss and funeral expense when eligibility is determined by the Victim Compensation Board;

(f) submitting monthly and quarterly reports directly to the Arizona Criminal Justice Commission according to program requirements, and provide a copy of the reports to the office of the County Attorney.

II. Compensation

In exchange for the services provided by the Independent Contractor under paragraph 1, above, during the term of this Agreement, the County will pay and the Independent Contractor will accept as payment in full, the following:

The allowable administrative expenses of the Crime Victim Compensation Fund not to exceed the amount allocated by the Arizona Criminal Justice Commission for fiscal year 2020.

The administrative expenses will be reimbursed on a monthly basis within thirty (30) days after receipt and approval of monthly invoices by the Coconino County Attorney’s Office. Such monthly invoices must include the accounting required by paragraph 1 above.

III. Term of Agreement

The effective term of this Agreement is from July 1, 2019 to June 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.

In the event that there is any breach by Independent Contractor of any of the provisions of this Agreement or in the event that the County has reasonable cause to believe that victim compensation services are not being adequately provided, the County shall have the right to immediately terminate this Agreement and shall have no further obligation under it other than payment of the agreed upon victim compensation actually committed by the Victim Compensation Board. No notice is required, provided the County shall provide the Independent Contractor fifteen (15) days prior written notice of its breach or other alleged failure to perform, and Independent Contractor shall have fifteen (15) days in which to cure any alleged breach or failure so indicated.
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:

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 County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.

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 County, 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 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 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 [only for ICAs dealing with the acquisition or disposal of services, supplies, information technology or construction]

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

Independent Contractor: Coconino County Attorney:

Victim/Witness Services for Coconino County
Jennifer Runge, Executive Director
201 E. Birch Ste. 4
Flagstaff, Arizona  86001

William P. Ring
Coconino County Attorney’s Office
110 E. Cherry Avenue
Flagstaff, Arizona  86001

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.

VICTIM/WITNESS SERVICES FOR COCONINO COUNTY

By ___________________________ By ___________________________
Jennifer Runge Chair, Board of Supervisors
Executive Director
ATTEST:

__________________________
Clerk of the Board

Approved as to form:

______________________________
Deputy County Attorney
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Flagstaff Insurance, Inc.
1300 E. Butler Ave
Suite 100
Flagstaff, AZ 86001

CONTACT NAME: Marie Davis Anderson
PHONE (AVL. No. Exch): (928) 774-6631
FAX (AVL. No.):
E-MAIL: marie@flagstaffins.com

INSURED
Victim Witness Services
Josh England
201 E Birch #4
Flagstaff, AZ 86001

INSURER A: Social Service Contractors Indemnity Pool
INSURER B: Great American
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGE:

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<td>E.L. DISEASE - POLICY LIMIT</td>
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<td>SEXUAL ABUSE MO</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, its agents, officials, volunteers and employees are listed as additional insured for both Commercial General Liability and Auto Liability. Each Act, Error or Omission Limit $2,000,000 Directors & Officers Liability- $1,000,000 each claim $1,000,000 Aggregate $1,000 ea claim Deductible.

CERTIFICATE HOLDER
Coconino County
100 E. Birch Ave
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

© 1988-2015 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
SOCIAL SERVICE AGENCY PROFESSIONAL LIABILITY COVERAGE FORM
SEXUAL ABUSE LIABILITY COVERAGE ENDORSEMENT

SCHEDULE

Name of Person or Organization: the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees

1. The TRANSFER OF RIGHTS OF RECOVERY Condition (Section IV COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

   We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products - completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

2. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV BUSINESS AUTO CONDITIONS) is amended by the addition of the following:

   We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for damages for "bodily injury" or "property damage" to which this insurance applies.

3. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV PROFESSIONAL LIABILITY CONDITIONS) is amended by the addition of the following:

   We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "damages" due to negligent act, error or omission to which this insurance applies.

4. The TRANSFER OF RIGHTS OF RECOVERY Condition (Section IV COMMERCIAL GENERAL LIABILITY CONDITIONS AS APPLICABLE TO THE SEXUAL ABUSE AND MOLESTATION ENDORSEMENT) is amended by the addition of the following:

   We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for damages due to "sexual injury" to which this insurance applies.

All other terms and conditions remain unchanged.
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: William P. Ring, Coconino County Attorney

SUBJECT: Consideration and possible action regarding the approval of two grants and a budget adjustment to support the Victim Notification Advocate 1.0 FTE: the FY20 Victims' Rights Program Award Agreement A.G. #2020-003 with the Attorney General's Office of Victim Services in the amount of $36,000.00; the FY20 Victim Assistance Grant VA-20-099 with the Arizona Criminal Justice Commission in the amount $16,830.00; and the corresponding FY20 budget adjustment.

RECOMMENDED MOTION:

Approve the FY20 Victims' Rights Program Award Agreement A.G. #2020-003 with the Attorney General's Office of Victim Services in the amount of $36,000.00, and the FY20 Victim Assistance Grant VA-20-099 with the Arizona Criminal Justice Commission in the amount $16,830.00; and the corresponding FY20 budget adjustment. County Attorney

BACKGROUND:

These two grants are used to support the Victim Notification Advocate 1.0 FTE in the County Attorney's Office.

Victims' Rights Program Award Agreement A.G. #2020-003 with the Attorney General's Office of Victim Services:
This on-going award provides financial relief to local and state entities affected by Victims' Rights Statutes (A.R.S. Title 13, Chapter 40, and Title 8, Chapter 3, Article 7). It is used to provide the mandated notifications services to victims. Personal liability insurance is a non-allowable expense under this award and is covered by a recurring transfer from the General Fund, previously approved in the FY2003 budget process.
FY20 Victim Assistance Grant VA-20-099 with the Arizona Criminal Justice Commission (ACJC):

This award from the ACJC is used to support victim notification services. We are able to use the award from the Attorney General's Office of Victim Services to cover the required grant march of $4,208.00.

FY20 General Fund:

In FY19, recurring general fund support was approved for the Victim Notification Advocate and expenses related to victim notification services to $34,549.00. If the two grants are accepted, we will only need $16,617 in general fund support for FY20.

ALTERNATIVES:

Rejecting approval of this grant would result in the need for alternative funding for this position in order to comply with mandated services related to Victims' Rights.

FISCAL IMPACT:

The two grants were anticipated in the FY20 budget for Fund 1221. The general fund support in the amount of $16,617 was also anticipated in the FY20 budget.

ATTACHMENTS:

1 - Staff Report
2 - AWARD
3 - AWARD AGREEMENT
4 - BUDGET ADJUSTMENT
Arizona Criminal Justice Commission

June 7, 2019

Tami Suchowiejko
Coconino County Attorney’s Office
110 E Cherry Ave
Flagstaff, Arizona 86001

Re: Victim Assistance Grant Number VA-20-099

Dear Tami Suchowiejko,

On May 23, 2019 the Arizona Criminal Justice Commission (ACJC) approved the Crime Victim Committee’s recommendation to award $750,000 in Crime Victim Assistance funds to Government and Non-profit agencies for FY2020. The amount of your award is $16,830.00. Other funds totaling $4,208.00 are required to match this grant. The award period begins July 1, 2019 and ends June 30, 2020.

Please find the included Grant Agreement, with instructions for obtaining signatures and formal action. Please return the agreement with authorized signatures to the Commission office within 90 days of the award date of July 1, 2019 or the agreement may be cancelled. Also included is the summary of scores and comments from the grant reviewers for your review.

Grantees may make budget adjustments among approved budget categories as long as there are no changes to the purpose or scope of project. If a budget adjustment is necessary to reallocate funds to different budget categories that were not approved, please submit a detailed request in writing via e-mail, fax, or mail to ACJC Victim Services staff for approval. All grant budget adjustments to unapproved categories must be approved by ACJC program staff.

ACJC Victim Assistance grant funds will be paid through a monthly reimbursement process. All monthly reimbursement request will be submitted through the ACJC Grants Management System (GMS) at the following link: http://azcjc.gov/grants. Please note all grant payments will be made through direct deposit.

If you have any questions concerning your award you may contact me at 602-364-1177.

Sincerely,

Dorinda Johns, Program Coordinator
Crime Victim Services

Chairperson
SHEILA POLK
Yavapai County Attorney

Vice Chairperson
JOE R. BRUGMAN, Chief
Safford Police Department

MARK BRNOVICH
Attorney General

DAVID K. BYERS, Director
Administrative Office of the Courts

SEAN DUGGAN, Chief
Chandler Police Department

BARBARA LAWALL
Pima County Attorney

GREG MENGARELLI, Mayor
City of Prescott

FRANK MILSTEAD, Director
Department of Public Safety

BILL MONTGOMERY
Maricopa County Attorney

MARK NAPIER
Pima County Sheriff

PAUL PENZONE
Maricopa County Sheriff

CHARLES RYAN, Director
Agency of Corrections

DAVID SANDERS
Pima County Chief Probation Officer

DANIEL SHARP, Chief
Oro Valley Police Department

STEVE STAHL, Chief
City of Maricopa Police Department

STEVE WILLIAMS
Navajo County Supervisor

C.T. WRIGHT, Chairperson
Board of Executive Clemency

VACANT
Former Judge

VACANT
Sheriff

Executive Director
Andrew T. LeFevre

1110 West Washington, Suite 230
Phoenix, Arizona 85007
PHONE: (602) 364-1146
FAX:(602) 364-1175
www.azcjc.gov

Our mission is to continuously address, improve, sustain and enhance public safety in the State of Arizona through the coordination, cohesiveness, and effectiveness of the Criminal Justice System.
This Grant Agreement is made this 1ST day of July, 2019, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called “COMMISSION” and Coconino County Attorney’s Office hereinafter called “GRANTEE”. The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on July 1, 2019 and terminate on June 30, 2019. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension to further the goals and objectives of the program, and to determine the length of any extension.

2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.

3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.

4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager
B. If to the GRANTEE:

Coconino County Attorney’s Office
110 E Cherry Ave
Flagstaff, AZ 86001
Attn: William Ring

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

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

<table>
<thead>
<tr>
<th>Personnel:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$12220.00</td>
</tr>
<tr>
<td>Fringe Benefits (for salaries/ overtime)</td>
<td>$4610.00</td>
</tr>
<tr>
<td>Overtime</td>
<td>$0.00</td>
</tr>
<tr>
<td>Professional &amp; Outside/Consultant &amp; Contractual Services</td>
<td>$0.00</td>
</tr>
<tr>
<td>Travel In-State</td>
<td>$0.00</td>
</tr>
<tr>
<td>Travel Out-of-State</td>
<td>$0.00</td>
</tr>
<tr>
<td>Operating Expenses:</td>
<td></td>
</tr>
<tr>
<td>Supplies</td>
<td>$0.00</td>
</tr>
<tr>
<td>Registration/Training</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
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<tr>
<td>Equipment</td>
<td></td>
</tr>
<tr>
<td>Capital</td>
<td>$0.00</td>
</tr>
<tr>
<td>Noncapital</td>
<td>$0.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$16830.00</td>
</tr>
<tr>
<td>Match</td>
<td>$4208.00</td>
</tr>
</tbody>
</table>

Positions Funded: .33 Victim Notification Advocate

7. It is agreed and understood that the total to be paid by the COMMISSION under this Agreement shall not exceed $16830.00 in state funds. The matching amount for this award is $4208.00.

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

9. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor.
10. GRANTEES agrees that activities funded under this award will be closely coordinated with related activities supported with Federal, State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEES's approved application. GRANTEES shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.

11. GRANTEES agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.

12. For the purpose of this grant, a capital expenditure is $5,000 or above. If GRANTEES's policy defines a capital expenditure as less than $5,000, GRANTEES will use its own policy.

13. GRANTEES agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEES policy. GRANTEES agrees that funds will not be used for the construction of new facilities.

14. GRANTEES agrees to follow its own agency equipment disposition policies when the equipment is no longer needed for the grant program. If GRANTEES has no policy, reference the Uniform Accounting Manual for Arizona Counties authorized by the Auditor General for disposition guidelines and guideline development. Link: Uniform Accounting Manual for Arizona Counties https://www.azauditor.gov/sites/default/files/UAMAC.pdf

15. GRANTEES agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEES agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

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

Mandated activity and financial reports are submitted according to the following schedule(s):

<table>
<thead>
<tr>
<th>ACTIVITY REPORTS</th>
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<tbody>
<tr>
<td>Report Period:</td>
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<tr>
<td>July 1 to June 30</td>
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<tr>
<th>FINANCIAL REPORTS</th>
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<tbody>
<tr>
<td>Report Period:</td>
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<tr>
<td>July 1 – July 31</td>
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<tr>
<td>August 1 – August 31</td>
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<tr>
<td>September 1 – September 30</td>
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<td>October 1 – October 31</td>
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<tr>
<td>November 1 – November 30</td>
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<tr>
<td>December 1 – December 31</td>
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More frequent reports may be required for GRANTEES who are considered high risk.
17. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments. Reports are due pursuant to the schedule above.

18. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.

19. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

20. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid within sixty (60) days of expiration of this award.

21. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request received from the COMMISSION.

22. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of $150,000.

23. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of $650 per day.

24. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

25. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.

26. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.

27. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.

II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.

III. The arbitration shall be conducted in Maricopa County.

IV. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.
V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.

VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.

VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.

28. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.

29. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

30. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, recoupment of monies provided under an award, and civil and/or criminal penalties.

31. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

32. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed
that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

33. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

34. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

35. GRANTEE agrees that no funds provided, or personnel employed under this Agreement, shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.

36. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

37. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

38. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

39. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment. An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)). If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
40. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel within said position within ten days.  
Link: http://azcjc.gov/grants

41. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality.

42. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.  
Link: http://niem.github.io/reference/specifications/

43. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

44. If GRANTEE is a governmental political subdivision, GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

45. If GRANTEE is a state agency and the award is for the development of information technology projects for more than $25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

46. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.

47. In accordance with A.R.S. § 41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

48. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

49. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
50. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation sheet.

51. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.
Arizona Criminal Justice Commission
Coconino County Attorney's Office
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

IF NONE REQUIRED, STATE "NONE"

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.

2. Grant funds shall be used in accordance with A.A.C. R10-4-201 through R10-4-204. Victim Assistance

3. The GRANTEE warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If a grantee uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. The Commission retains the legal right to inspect the papers of the grantee and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

4. The GRANTEE agrees to submit supporting documentation (i.e. receipts, invoices, timesheets, and/or payroll records) for all grant expenditures with the monthly financial report through the ACJC Grant Management System (GMS)

Authorized Official Initials: __________

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

FOR GRANTEE:

Authorized Signatory

Date

Printed Name and Title

Additional signature(s) if required by political subdivision

Date
Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e., county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Commission with the signed Agreement.

Approved as to form and authority to enter into Agreement (Excluding non-profits):

Printed Name and Title

Legal counsel for GRANTEE

Statutory or other legal authority to enter into Agreement (Excluding non-profits):

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

FOR CRIMINAL JUSTICE COMMISSION:

Andrew T. LeFevre, Executive Director
Arizona Criminal Justice Commission

Revised 8/3/2016
ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT
Insurance Requirements
Exhibit "A"

Insurance Requirements for Governmental Parties to an Intergovernmental Agreement:
None.

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

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

1. Commercial General Liability — Occurrence Form
   Policy shall include bodily injury, property damage, and broad form contractual liability.
   • General Aggregate $2,000,000
   • Products — Completed Operations Aggregate $1,000,000
   • Personal and Advertising Injury $1,000,000
   • Fire Legal Liability $ 50,000
   • Each Occurrence $1,000,000

   a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

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

   b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability
   Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.
   Combined Single Limit (CSL) $1,000,000

   a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions,

Exhibit "A" Continued

Universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, hired and/or non-owned by the Contractor.
b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

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

   **Workers' Compensation**
   - Statutory: $1,000,000

   **Employers' Liability**
   - Statutory: $1,000,000
   - Statutory: $1,000,000

   a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

   b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

**Additional Insurance Requirements:**
The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor’s liability assumed under the indemnification provisions of this Contract.

**Notice of Cancellation:**
For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative’s Name, Address, and Fax Number Here).

**Acceptability of Insurers:**
Contractor’s insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Verification of Coverage:**
Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.
All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**Subcontractors:**
Contractor’s certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

**Approval and Modifications:**
The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**Exceptions:**
In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
This AGREEMENT is made this first day of July 2019, by and between the Arizona Attorney General, and the Coconino County Attorney’s Office, the “Contractor”, to commence on July 1, 2019 and terminate June 30, 2020. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown $36,700.00 subject to Contractor's agreement as follows:

I. The Contractor agrees:

A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7.

B. Award funds will be used only for allowable costs that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims’ rights duties (services), as described in the Victims’ Rights Program Guidelines - Section IV Allowable and Non-Allowable Costs, and as specified in Contractor's approved $36,700.00 award budget as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$23,234.00</td>
</tr>
<tr>
<td>ERE/Benefit</td>
<td>$12,497.00</td>
</tr>
<tr>
<td>Title: Victim Notification Advocate</td>
<td>Percent: 60%</td>
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<tr>
<td>Consulting</td>
<td>$0.00</td>
</tr>
<tr>
<td>Operating</td>
<td>$969.00</td>
</tr>
<tr>
<td>Postage, Printing, Data Processing</td>
<td>Supplies</td>
</tr>
<tr>
<td>Equipment</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

C. To complete and submit, on or before August 14, 2020, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).

D. To comply with FY 2020 Victims’ Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.

E. To allow (a) representative(s) of the Attorney General to complete program and financial audits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.

F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. §§ 35-214 and 35-315.

G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.

H. Each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other or subcontractors are complying with this warranty.

I. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.

II. It is further agreed between the parties as follows:

A. To use arbitration in the event of disputes to the extent required by A.R.S. § 12-1518.

B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement, the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem, the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.

C. The parties agree to meet and confer in good faith to resolve disputes before commencing formal proceedings of any nature.

D. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years, at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 14, 2020, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding.

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

F. Any and all award funds not expended by June 30, 2020, will be returned to the Attorney General.

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

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

FOR THE ATTORNEY GENERAL: Jerry Connolly, Procurement Manager Date: ____________________________

FOR THE CONTRACTOR: ____________________________

Authorized Signature Date: ____________________________

Printed Name and Title

ATTEST: ____________________________

Date: ____________________________

APPROVED AS TO FORM: ____________________________

Date: ____________________________
### FUND 1001 - General Fund

<table>
<thead>
<tr>
<th>Program</th>
<th>Description</th>
<th>Approved 2020 Budget</th>
<th>Budget Adjustment 8/6/2020</th>
<th>Adjusted 2020 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1221.25.2506.000.0000.460.351550.</td>
<td>State Current Year Grant</td>
<td>R -32,000</td>
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<tr>
<td>1221.25.2506.000.0000.500.311600.</td>
<td>Unrealized loss on investment</td>
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<tr>
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<td>Apportioned Interest</td>
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<td>State Current Year Grant</td>
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<td>Apportioned Interest</td>
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**REVENUE TOTAL**: -64,617 -70,147

<table>
<thead>
<tr>
<th>Program</th>
<th>Description</th>
<th>Approved 2020 Budget</th>
<th>Budget Adjustment 8/6/2020</th>
<th>Adjusted 2020 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1221.25.2506.000.0000.605.401001.</td>
<td>Regular Wages</td>
<td>E P2508 35,958</td>
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<td>1221.25.2506.000.0000.605.401002.</td>
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<td>1221.25.2506.000.0000.605.451001.</td>
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<td>1221.25.2506.000.0000.605.451002.</td>
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<td>1221.25.2506.000.0000.605.451021.</td>
<td>Dental Insurance</td>
<td>E P2508 378</td>
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<td>202</td>
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<tr>
<td>1221.25.2506.000.0000.605.451022.</td>
<td>Health Insurance</td>
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<tr>
<td>1221.25.2506.000.0000.605.451023.</td>
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<tr>
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<td>AZ State Retirement</td>
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<tr>
<td>1221.25.2506.000.0000.605.451040.</td>
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**SALARY/ERE TOTAL**: 56,717 44,387

<table>
<thead>
<tr>
<th>Program</th>
<th>Description</th>
<th>Approved 2020 Budget</th>
<th>Budget Adjustment 8/6/2020</th>
<th>Adjusted 2020 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1221.25.2506.4180.000.605.401001.</td>
<td>Regular Wages</td>
<td>E P2508 0</td>
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<td>1221.25.2506.4180.000.605.401002.</td>
<td>Temp Wages</td>
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<tr>
<td>1221.25.2506.4180.000.605.451001.</td>
<td>Employer Medicare</td>
<td>E P2508 0</td>
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<td>1221.25.2506.4180.000.605.451021.</td>
<td>Dental Insurance</td>
<td>E P2508 0</td>
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<td>1221.25.2506.4180.000.605.451030.</td>
<td>AZ State Retirement</td>
<td>E P2508 0</td>
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<td>1,289</td>
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<td>1221.25.2506.4180.000.605.451040.</td>
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**SALARY/ERE TOTAL**: -16,830

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<tr>
<th>Program</th>
<th>Description</th>
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<th>Budget Adjustment 8/6/2020</th>
<th>Adjusted 2020 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1221.25.2506.000.0000.605.501013.</td>
<td>Print/Publish/Advertise - 1099</td>
<td>E O2508 2,500</td>
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<tr>
<td>1221.25.2506.000.0000.605.501024.</td>
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<td>0</td>
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<td>Office Supplies</td>
<td>E O2508 1,000</td>
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<tr>
<td>1221.25.2506.000.0000.605.502031.</td>
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<td>1221.25.2506.000.0000.605.502051.</td>
<td>Personal Liability Insurance</td>
<td>E O2508 1,000</td>
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<td>1,000</td>
</tr>
</tbody>
</table>

**OPERATIONS TOTAL**: 7,900 8,930

**TOTAL EXPENSES**: 64,617 70,147
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: William P. Ring, Coconino County Attorney

SUBJECT: Consideration and possible action regarding approval of the FY20 Drug Gang and Violent Crime Control grant agreement with the Arizona Criminal Justice Commission, in the amount of $132,461.00, for the period of July 1, 2019 through June 30, 2020, and corresponding Budget Adjustment.

RECOMMENDED MOTION:

Approve the FY20 Drug Gang and Violent Crime Control grant agreement with the Arizona Criminal Justice Commission, in the amount of $132,461.00, for the period of July 1, 2019 through June 30, 2020, and corresponding Budget Adjustment.

BACKGROUND:

This on-going grant is funded under the Arizona Criminal Justice Commission Drug, Gang, and Violent Crime Control Program. Its purpose is to expedite the adjudication of drug cases in Coconino County through vigorous prosecutorial efforts, and to pursue asset forfeitures on drug-related cases as a deterrent to those involved in drug trafficking for profit.

This grant is used to support funding for the salaries and employee-related expenses for 1.5 attorneys FTEs. The County Attorney's Office will provide match funds from the County Attorney Anti-Racketeering Fund.

ALTERNATIVES:

Rejecting approval of this grant would result in seeking general funds for these positions.

FISCAL IMPACT:

This grant was anticipated in the FY20 Budget (Drug Prosecution Fund #1223). The grant match will be funded from the Anti-Racketeering Fund (Fund #1222).
ATTACHMENTS:

1 - Staff Report
2 - GRANT AGREEMENT
3 - BUDGET ADJUSTMENT
This Grant Agreement is made this 1st day of June, 2019 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called “COMMISSION” and COCONINO COUNTY, through COCONINO COUNTY ATTORNEY’S OFFICE hereinafter called “GRANTEE.” The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on July 1, 2019 and terminate on June 30, 2020. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.

2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines, and special conditions.

3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance, as determined by the COMMISSION, will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.

4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

   A. If to the COMMISSION:

      Arizona Criminal Justice Commission
      1110 W. Washington Street, Suite 230
      Phoenix, Arizona 85007
      Attn: Program Manager
B. If to the GRANTEE:

Cococnino County Attorney’s Office
110 E. Cherry Avenue
Flagstaff, AZ 86011
Attn: The Honorable William Ring

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

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

<table>
<thead>
<tr>
<th>APPROVED LINE ITEM PROGRAM BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel:</td>
</tr>
<tr>
<td>Salaries</td>
</tr>
<tr>
<td>Fringe Benefits (for salaries/overtime)*</td>
</tr>
<tr>
<td>Overtime</td>
</tr>
<tr>
<td>Professional &amp; Outside/Consultant &amp; Contractual Services</td>
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<td>Operating Expenses:</td>
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<td>Supplies</td>
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<td>Registration/Training</td>
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<td>Other</td>
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<td>Equipment</td>
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<tr>
<td>Capital</td>
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<tr>
<td>Noncapital</td>
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<td>TOTAL</td>
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Positions Funded: Attorney III- Cococnino CA (.50), Attorney II- Coconino CA (.50), Attorney II- Coconino CA (.25)

Equipment Type: Not Approved.

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

7. GRANTEE understands that other Federal grant funds cannot be used as a match for this grant. The total to be paid by the COMMISSION under this Agreement shall not exceed $46,361.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and $52,984.00 in State Funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is $33,116.00.

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

9. GRANTEE agrees that if it currently has an active award of federal funds or if it receives any other award of federal funds during the period of performance for this award, and those
award funds have been, are being or are to be used, in whole or in part, for one or more of
the identical cost items for which funds are being provided under this award, GRANTEE will
promptly notify, in writing, the COMMISSION, of the potential of duplication, and if so
requested by the COMMISSION, seek a budget modification or change-of-project-scope grant
adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or
electronic) relating to this Agreement and the performance of this Agreement for no less than
five (5) years from the last financial report submitted to the COMMISSION. All such
documents shall be subject to inspection and audit at reasonable times, including such
records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and
agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized
to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or
subcontractor) regarding transactions related to this award.

11. GRANTEE agrees that activities funded under this award will be closely coordinated with
related activities supported with Office of Justice Programs (OJP), State, local or tribal funds.
Grant funds may only be used for the purposes in the GRANTEE’s approved application.
GRANTEE shall not undertake any work or activities not described in the grant application,
including staff, equipment, or other goods or services without prior approval from the
COMMISSION.

12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes
and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds
from this award are not commingled with funds from any other source.

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and
monitoring procedures to safeguard grant funds and keep such records to assure proper
fiscal controls, management and the efficient disbursement of grant funds.

14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital
assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements,
modifications, replacements, rearrangements, reinstallations, renovations, or alterations to
capital assets that materially increase their value or useful life, with a cost of $5,000 or
greater. If the GRANTEE’s capitalization policy defines a capital expenditure as less than
$5,000, the GRANTEE will follow its own policy.

15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and
perform a physical inventory and reconciliation with property records at least every two years
or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be
used for the construction of new facilities.

16. GRANTEE agrees to follow equipment disposition policies outlined in 2 C.F.R. 200.313(e)(1)
through Uniform Administrative Requirements for Grants and Cooperative Agreements-
Equipment when the equipment is no longer needed for the grant program.

17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities
are to be charged to the award will maintain timesheets or certifications to document hours
worked for activities related to this award and non-award related activities. GRANTEE agrees
to keep time and attendance sheets for hourly employees signed by the employee and
supervisory official having firsthand knowledge of the work performed by the grant-funded
employees.
18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

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<tr>
<th>ACTIVITY REPORTS</th>
<th>Due Date:</th>
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<tr>
<td>Report Period:</td>
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<tr>
<td>July 1 to September 30</td>
<td>October 15</td>
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<td>October 1 to December 31</td>
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<td>April 15</td>
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<td>April 1 to June 30</td>
<td>July 15</td>
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<table>
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<tr>
<th>FINANCIAL REPORTS</th>
<th>Due Date:</th>
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<tr>
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<td>July 1 – July 31</td>
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<td>May 1 – May 31</td>
<td>June 25</td>
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<tr>
<td>June 1 – June 30</td>
<td>July 25</td>
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</tbody>
</table>

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.

21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.

22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.

24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.

25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION.


26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of $150,000.

27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of $650 per day.
28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)

29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide (currently, as section 3.10 "Post-award Requirements" in the DOJ Grants Financial Guide).

31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.

32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.

33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

(a) In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.

(b) The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.

(c) The arbitration shall be conducted in Maricopa County.

(d) The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.

(e) The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.

(f) It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in
the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.  

(g) The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.  

(h) Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.  

34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.  

35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.  

36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.  

37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:  

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A."
38. Restrictions and certifications regarding non-disclosure agreements and related matters

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

(a) In accepting this award, the GRANTEE—
   (i) represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
   (ii) certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

(b) If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—
   (i) it represents that—
      1. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
      2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
   (ii) it certifies that, if it learns or is notified that any sub-recipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
39. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

40. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

41. GRANTEE will comply with the audit requirements of Uniform Guidance (2 CFR 200 subpart F 200.500) and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
   Link: Audit Requirements for OJP Awards: https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf

42. GRANTEE certifies that it will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the “Part 200 Uniform Requirements”) and the OJP Financial Guide.
   Link: 2 C.F.R Part 200 for OJP Awards: https://ojp.gov/funding/Part200UniformRequirements.htm

43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2018. GRANTEE or sub-grantee at any tier must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018 https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm

44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.

45. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

46. GRANTEE agrees not to do business with any individual, agency, company, or corporation listed in the Excluded Parties Listing Service.
   Link: System for Award Management https://www.sam.gov/SAM/

47. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE’s first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.

48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guide Principles for Grantees and Subgrantees.

Link: OJP Training Guide Principles for Grantees and Subgrantees
https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm

50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE’S or COMMISSION’S expense, shall contain the following statement:

“This was supported by Award No. 2018-DJ-BX-0444 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice.”

53. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment. An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)). If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

54. In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipient Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website:

55. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Partnerships with Faith-Based and Other Neighborhood Organizations" (the "PFNBO"). The PFNBO Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The PFNBO Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

Link: https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDPFaith

56. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The GRANTEE or subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any GRANTEE.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and GRANTEE related to trafficking in persons (including reporting requirements and OJP authority to terminate award)) and are incorporated by reference here.

57. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013, OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEOP). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission’s Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

58. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use, and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

59. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42 Subpart E). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply
may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION (see 28 CFR 42.204(c), .205(c)(5)).

60. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.

Link: [http://www.azcjc.gov/grants](http://www.azcjc.gov/grants)

61. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee’s disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

62. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.


63. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee’s disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

64. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication
backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

65. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

66. If GRANTEE is a state agency and the award is for the development of information technology projects for more than $25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

67. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, sub-grantee, contractor, subcontractor, or other person has, in connection with funds under this award, has either 1) submitted a false claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

68. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 74 Fed. Reg. 51225 (October 2009).

69. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

70. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally, GRANTEE ensures compliance with A.R.S. § 41-4401 by state employers and contractors.

71. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.

72. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the
extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

73. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.

74. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.

75. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

76. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging of pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

77. GRANTEE agrees to comply with all federal, state, and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in the Grant Agreement Continuation Sheet.

78. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. Part 200 Uniform Requirements.

79. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be canceled at the COMMISSION’S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

80. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall be in full force and effect.

81. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

82. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of the grant agreement.
1. **GRANTEE** must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition, the FPOC and PPOC must be assigned by the APOC prior to payments being made.

2. **GRANTEE** agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

3. **GRANTEE** agrees to comply with all confidentiality requirements of 34 U.S.C section 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. **GRANTEE** further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

4. **GRANTEE** ensures that it uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriated certifying bodies.

5. Absent prior express written approval from the COMMISSION, rates for any lodging charged to the grant may not exceed the posted GSA rate for the location. If the **GRANTEE** opts to obtain lodging at a higher rate, the cost differential, including associated taxes, may not be charged to the award.

6. **GRANTEE** acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

7. **GRANTEE** understands and agrees that program income earned during the award period and expenditures from program income must be reported quarterly with a final report. These funds are subject to audit. Program income that is earned during the final sixty (60) days of the award period, if appropriate, be obligated and expended for permissible uses during the sixty-day (60-day) period following the award period. Any program income that is earned, but not obligated or expended within sixty (60) days of the end of the award period must be returned to the COMMISSION.

8. **GRANTEE** agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA’s Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). Task force members need only take the training once every four years. **GRANTEE** will compile and maintain a task force personnel roster and course completion certificates.
9. Quarterly performance metrics reports must be submitted through BJA’s Performance Measurement Tool (PMT) website (https://ojpss0.ojp.gov/). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High-Risk designation.

10. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

11. GRANTEE must comply with all provisions of Title 8, United States Code, Section 1373, which addresses the exchange of information regarding citizenship and immigration status among federal, state, and local government entities and officials.

   a. Requirement to collect certain information from sub-recipients

      i) The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed sub-recipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All sub-recipient responses must be collected and maintained by the recipient, consistent with regular document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from sub-recipients that are either a tribal government/organization, a nonprofit organization or a private institution of higher education.

   b. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

      i) With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any sub-recipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict-- (I) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

      ii) Certifications from sub-recipients. The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm. Also, the recipient must require that no sub-recipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.

      iii) Rules of Construction

         (1) For purposes of this condition:

         (2) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.
(3) "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(4) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(5) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(6) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

iv) Nothing in this condition shall be understood to authorize or require any recipient, any sub-recipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

c. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

i) Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. I, 49,227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

ii) Rules of construction

(1) For purposes of this condition--

(2) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C.101(a)(3));

(3) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any de-confliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(4) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(5) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any sub-recipient (at any tier) that is a government entity.
12. GRANTEE must submit the following documents within 45 days of award. Failure to submit the documents will result in a hold of grant funding. Documents may be emailed to dcadmin@azcjc.gov and originals must be kept at the GRANTEE’S agency.

   a. ACJC Subgrantee Self-Assessment Questionnaire can be obtained at http://azjc.gov/drug-gang-violent-crime

   b. Benchmark Worksheet can be submitted through http://acjcreporting.azcjc.gov

   c. For any agency that is eligible to receive income as a result of grant-funded activities, it must complete the ACJC Program Income Worksheet. The worksheet may be filled out at http://acjcreporting.azcjc.gov

Before the COMMISSION may transmit Federal funds from the FY 2018 Byrne/JAG grant, the GRANTEE is required to submit the properly executed certifications and questionnaire regarding compliance with 8 U.S.C § 1373.

   d. Certifications and Assurances by the Chief Legal Officer of the Jurisdiction and DHS and ICE Communications Questionnaire. Failure to submit the following two (2) certifications and Questionnaire will result in a hold of Federal funds. The DHS and ICE Communications Questionnaire document will be sent by email with grant agreement documents and attachments. Certifications and Assurances and Communications Questionnaire may be returned by email to dcadmin@azcjc.gov or by mail.

   i) The two required certifications can be obtained at:
   and

   ii) DHS and ICE Communications Questionnaire. Form can be found at:
   http://azjc.gov/drug-gang-violent-crime

13. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.

14. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality’s Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.

15. GRANTEE agrees to comply with all federal, state, and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for the implementation of a Mitigation Plan, as detailed at https://www.bja.gov/Funding/nepa.html for programs relating to methamphetamine laboratory operations.

16. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.
17. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.

18. If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

19. GRANTEE acknowledges the requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any or more of these award requirements—whether a condition set out in full below, a condition incorporated by the reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs (“OJP”) taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold finds, disallow costs, or suspend or terminate the award. The Department of Justice (“DOJ”), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

20. GRANTEE must have written procedures in place to respond in the event of an actual or imminent “breach” (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a “Federal information system” (OMB Circular A-130). The GRANTEE’s breach procedures must include a requirement to report actual or imminent break of PII to the COMMISSION no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Authorized Signatory       Date

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE       Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

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

FOR CRIMINAL JUSTICE COMMISSION:

Andrew T. LeFevre, Executive Director
Arizona Criminal Justice Commission       Date

Revised 8/3/2016
Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

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

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

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, and broad form contractual liability.
   - General Aggregate $2,000,000
   - Products-Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Fire Legal Liability $50,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

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

   b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
2. **Business Automobile Liability**

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

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

   a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

   b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

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

   **Workers’ Compensation**
   - Statutory
   - Each Accident $1,000,000
   - Disease – Each Employee $1,000,000
   - Disease – Policy Limit $1,000,000

   a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

   b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

**Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor’s policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor’s liability assumed under the indemnification provisions of this Contract.

**Notice of Cancellation:**

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended,
voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative’s Name, Address, and Fax Number Here).

Acceptability of Insurers:
Contractor’s insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an “A.M. Best” rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage:
Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

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

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors:
Contractor’s certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications:
The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:
In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
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</table>
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: William P. Ring, Coconino County Attorney

SUBJECT: Consideration and possible action regarding approval of the FY20 independent contractor agreement with Victim/Witness Services for Coconino County to provide criminal justice advocacy services to victims of crime in cases prosecuted by the County Attorney’s Office, at a cost not to exceed $163,000.

RECOMMENDED MOTION:

Approve the FY20 independent contractor agreement with Victim/Witness Services for Coconino County to provide criminal justice advocacy services to victims of crime in cases prosecuted by the County Attorney’s Office, at a cost not to exceed $163,000.

BACKGROUND:

The County Attorney’s Office (CAO) is mandated to interact with victims and advocate on their behalf under the Arizona Constitution, Victims’ Bill of Rights and under statutes and rules of court (A.R.S. 13-4401-4437). Many victims require assistance to navigate the complex criminal justice system. Victim advocates provide support, services and communication to victims, helping to facilitate effective prosecution.

The partnership between the County Attorney’s Office and Victim Witness Services for delivery of victim advocacy services provides a system that is efficient, cost effective and one that focuses on the best interest of victims. Without this partnership, the County Attorney’s Office would be required to bring criminal justice advocacy services in-house at three times the current cost, potentially risking the focused approach to support for victims and education to the community that is currently in place.

ALTERNATIVES:

Rejecting approval of this independent contractor agreement would result in the County Attorney’s Office having to establish an internal Victim Services Unit to provide criminal justice advocacy services. This would require an estimated seven additional full-time staff (7.0 FTE’s) and office space to handle these services. Additional victim advocacy services that Victim/Witness Services provides the community could be lost, such as 24-hour Crisis Response services.
FISCAL IMPACT:

The annual General Fund allocation to Victim/Witness Services in the amount of $163,000 for criminal justice advocacy services was anticipated in the FY20 Budget.

ATTACHMENTS:

1 - Staff Report
2 - AGREEMENT
3 - COI
4 - RENEWAL COI
INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement")
made this ___ day of ____________________, 2019,

BETWEEN

VICTIM/WITNESS SERVICES FOR COCONINO COUNTY, an Arizona corporation, of 201 E Birch Ste. 4 Flagstaff, Arizona 86001 (hereinafter the "Independent Contractor"),

AND

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

WHEREAS:

A. The County has identified a need for victim advocacy services for victims in cases prosecuted by the Coconino County Attorney’s Office;

B. The Independent Contractor is willing and qualified to provide advocacy services to victims of crime in Coconino County.

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

I. Scope of Work

Independent Contractor agrees to provide victim advocacy services for victims of crimes prosecuted by the Coconino County Attorney’s Office. Services include:

(a) working in tandem with the Coconino County Attorney’s Office to ensure victims’ rights as outlined in the Victim’s Bill of Rights are upheld;

(b) providing court escort services to victims and their families;

(c) coordinating case management for all victims;

(d) providing emergency planning services for victims of domestic violence;

(e) providing victims with referrals for social services as needed;

(f) assisting victims with pet relocation and temporary shelter;

(g) submitting quarterly reports directly to Coconino County Attorney’s Office detailing the number of victims served and the types of services provided.
Coconino County agrees to provide the Independent Contractor with secure access to and use of the Coconino County Attorney’s Office case management system for the coordination of victim case management. Access/use will include:

(a) assignment of new users by the Coconino County Attorney’s Office;

(b) technical support for case management system issues provided by the Coconino County Attorney’s Office and/or the case management system vendor.

II. Compensation

In exchange for the services provided by the Independent Contractor under paragraph 1, above, during the term of this Agreement, the County will pay and the Independent Contractor will accept as payment in full, the amount of $163,000.00, with 50% to be paid by September 30, 2019 and the remaining 50% to be paid by March 31, 2020.

III. Term of Agreement

The effective term of this Agreement is from July 1, 2019 to June 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.

In the event that there is any breach by Independent Contractor of any of the provisions of this Agreement or in the event that the County has reasonable cause to believe that victim compensation services are not being adequately provided, the County shall have the right to immediately terminate this Agreement and shall have no further obligation. No notice is required, provided the County shall provide the Independent Contractor fifteen (15) days prior written notice of its breach or other alleged failure to perform, and Independent Contractor shall have fifteen (15) days in which to cure any alleged breach or failure so indicated.

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:
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:

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<th>Description</th>
<th>Amount</th>
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<tr>
<td>General Aggregate</td>
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<tr>
<td>Products/Completed Operations Aggregate</td>
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<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
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<td>$50,000</td>
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<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
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</table>

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 County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.

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 County, 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 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 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

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

Independent Contractor: Coconino County Attorney:
Victim/Witness Services William P. Ring
for Coconino County Coconino County Attorney’s Office
Jennifer Runge, Executive Director 110 E. Cherry Avenue
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.

VICTIM/WITNESS SERVICES FOR COCONINO COUNTY

By____________________________
Jennifer Runge
Executive Director

COCONINO COUNTY

By____________________________
Lena Fowler Chair
Board of Supervisors

ATTEST:

______________________________
Clerk of the Board

Approved as to form:

______________________________
Deputy County Attorney
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Flagstaff Insurance, Inc.
1300 E. Butler Ave
Suite 100
Flagstaff, AZ 86001

INSURED
Victim Witness Services
Josh England
201 E Birch #4
Flagstaff, AZ 86001

CONTACT NAME: Marie Davis Anderson
PHONE (AEC, No. Ext): (928) 774-6631
FAX (AEC, No): 
E-MAIL Address: marie@flagstaffins.com

INSURER AFFORDING COVERAGE
INSURER A: Social Service Contractors Indemnity Pool
INSURER B: Great American
INSURER C: 
INSURER D: 
INSURER E: 
INSURER F: 

COVERAGES

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<td>AUTOMOBILE LIABILITY ANY AUTO OWNED AUTO ONLY SCHEDULED AUTOS</td>
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<td>9/29/2019</td>
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<td>9/29/2019</td>
<td>$1,000,000</td>
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| | WINDSTORM:
| | WORKERS’ COMPENSATION
| | AND EMPLOYER’S LIABILITY ANY PROPRIETOR PARTNER EXECUTIVE OFFICER EXCLUDED (Mandatory in NH) | WCN02002524318 | 8/1/2018 | 8/1/2019 | $1,000,000 |

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.

CERTIFICATE HOLDER

Coconino County
100 E. Birch Ave
Flagstaff, AZ 86001

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)
WAIVER OF TRANSFER RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
SOCIAL SERVICE AGENCY PROFESSIONAL LIABILITY COVERAGE FORM
SEXUAL ABUSE LIABILITY COVERAGE ENDORSEMENT

<table>
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<tr>
<th>SCHEDULE</th>
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</thead>
<tbody>
<tr>
<td>Name of Person or Organization: the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees</td>
</tr>
</tbody>
</table>

1. The **TRANSFER OF RIGHTS OF RECOVERY Condition (Section IV COMMERCIAL GENERAL LIABILITY CONDITIONS)** is amended by the addition of the following:

   We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products - completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

2. The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV BUSINESS AUTO CONDITIONS)** is amended by the addition of the following:

   We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for damages for "bodily injury" or "property damage" to which this insurance applies.

3. The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV PROFESSIONAL LIABILITY CONDITIONS)** is amended by the addition of the following:

   We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "damages" due to negligent act, error or omission to which this insurance applies.

4. The **TRANSFER OF RIGHTS OF RECOVERY Condition (Section IV COMMERCIAL GENERAL LIABILITY CONDITIONS AS APPLICABLE TO THE SEXUAL ABUSE AND MOLESTATION ENDORSEMENT)** is amended by the addition of the following:

   We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for damages due to "sexual injury" to which this insurance applies.

All other terms and conditions remain unchanged.
## Certificate of Liability Insurance

**INSCRIBER**:
Victim Witness Services  
201 E Birch #4  
Flagstaff, AZ 86001

**COVERAGES**

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<tr>
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<th>TYPE OF INSURANCE</th>
<th>ADDL/SUBR ISOD/ WTD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
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<td>8/1/2018</td>
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<td>PER STATEMENT</td>
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</table>

**CERTIFICATE HOLDER**

Coconino County  
100 E Birch Ave  
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]

ACORD 25 (2016/03)

© 1988-2016 ACORD CORPORATION. All rights reserved.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any person or organization as required by written contract.

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

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

Endorsement Effective 08/01/2018 Policy No. WCN-02002524-318 Endorsement No. Premium $344.00
Insured Victim Witness Services for Coconino County
Insurance Company: American Liberty Insurance Company

WC 00 03 13
(Ed. 4-84)
Policy #: 8000281-1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
SOCIAL SERVICE AGENCY PROFESSIONAL LIABILITY COVERAGE FORM
SEXUAL ABUSE LIABILITY COVERAGE ENDORSEMENT

SCHEDULE

Name of Person or Organization: the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees

1. The TRANSFER OF RIGHTS OF RECOVERY Condition (Section IV COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

   We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products - completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

2. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV BUSINESS AUTO CONDITIONS) is amended by the addition of the following:

   We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for damages for "bodily injury" or "property damage" to which this insurance applies.

3. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV PROFESSIONAL LIABILITY CONDITIONS) is amended by the addition of the following:

   We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "damages" due to negligent act, error or omission to which this insurance applies.

4. The TRANSFER OF RIGHTS OF RECOVERY Condition (Section IV COMMERCIAL GENERAL LIABILITY CONDITIONS AS APPLICABLE TO THE SEXUAL ABUSE AND MOLESTATION ENDORSEMENT) is amended by the addition of the following:

   We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for damages due to "sexual injury" to which this insurance applies.

All other terms and conditions remain unchanged.
ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

COCONINO COUNTY ATTORNEY'S OFFICE
110 EAST CHERRY AVENUE
Flagstaff, AZ 86001

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
   1. In the performance of your ongoing operations; or
   2. In connection with your premises owned by or rented to you.

However:
   1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
   2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

   If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
   1. Required by the contract or agreement; or
   2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Sharon Yates, Coconino County Court Administration

SUBJECT: Consideration and possible action regarding the acceptance and approval of the FY20 Integrated Family Court Grant Award from the Arizona Community Foundation, Northern Arizona Regional Grant from the Page/Lake Powell Foundation, in the amount of $1078.00, to be used for Court Appointed Best Interest Attorneys who must travel to and from Page/Lake Powell to meet with children and families in the Integrated Family Court.

RECOMMENDED MOTION:

Accept and approve the FY20 Integrated Family Court Grant Award from the Arizona Community Foundation, Northern Arizona Regional Grant from the Page/Lake Powell Foundation, in the amount of $1078.00, to be used for Court Appointed Best Interest Attorneys who must travel to and from Page/Lake Powell to meet with children and families in the Integrated Family Court.

BACKGROUND:

In April of 2019 the Integrated Family Court Coordinator submitted a grant proposal to the Arizona Community Foundation, Northern Regional Cycle to the Page/Lake Powell Foundation. The proposal asked for funds to allow for Best Interest Attorneys, who are appointed by the Judge to represent a child's best interest in difficult domestic relations cases and where these children and families reside in the Page/Lake Powell region, funds to travel to Page, AZ. Best Interest Attorneys donate their time pro-bono to these court appointed child cases and any expenses they incur must be paid out of their own pocket. It has become extremely difficult for the Court to locate Best Interest Attorneys to represent families in Page due the rural nature of the landscape. Some families live in the very rural areas of Coconino County in the Northern Region (Page and surrounding areas) and attorneys must travel many miles to interview parents, children, teachers and family members in these cases. Often a trip can take a couple of days in which to complete the interviews and Best Interest Attorneys are left with having to pay for all of their own travel expenses such as gas, wear and tear to their vehicle, meals and lodging. Grant award funds will allow up to three (3) Best Interest Attorneys appointed to Page cases, the ability to have mileage, per diem for meals and lodging reimbursed to them so as to not incur personal expenses in order to represent Page children.
ALTERNATIVES:

The Court has lost the local, Page Best Interest Attorneys due to legal practices closing and to attorneys retiring which has made the receiving of this grant award, so critical. Currently there is one law practice in Page, AZ which has agreed to represent the child's best interest on behalf of the Court and due to this attorney having a number of conflicts in the Page region, this attorney is limited in their ability to take many cases. Grant funds will allow attorneys to travel without incurring personal expenses. There is no funding currently in the Integrated Family Court budget, to allow reimbursement to attorneys for travel to/from the Page/Lake Powell region to meet with children and families. The Integrated Family Court Coordinator is continually seeking funding opportunities to support local programs and services in the Page/Lake Powell region.

FISCAL IMPACT:

All reimbursement funding for up to three Best Interest Attorneys to receive travel reimbursement will come from the Page/Lake Powell grant award and no funds will be utilized out of the Integrated Family Court budget.

ATTACHMENTS:

1 - Staff Report
2 - AWARD LETTER AND CHECK COPY
3 - GRANT AWARD AGREEMENT
4 - THANK YOU LETTER FROM COURT TO FOUNDATION
Our mission is to lead, serve and collaborate
to mobilize enduring philanthropy
for a better Arizona.

June 3, 2019

Ms. Wendy Kasprzyk-Roberts
Integrated Family Court
200 N. San Francisco St.
Flagstaff, AZ 86001

Re: Grant # 20200244

Dear Ms. Kasprzyk-Roberts:

I am pleased to enclose a check for $1,078.00 payable to Integrated Family Court from the Arizona Community Foundation.

As stated in the letter of agreement, these funds are expressly earmarked for the “Best Interest Attorney’s for Children” proposal that was submitted to the 2019 Northern Arizona Regional Grant Cycle.

Final reports are required for this award and can be accessed through your ACF grantee portal by logging into the portal, selecting the “My Reports” tab, and clicking “View” by the request. You can begin your report by selecting “Start Report”. Please submit your final report by 5:00 PM on Friday, May 29th, 2020.

If you have any questions, please contact Gabriella Rabin, Grants Coordinator, at grabin@azfoundation.org or 602-682-2036.

Thank you for the important service you provide to our community. You have our best wishes for a successful program.

Sincerely,

Elisa de la Vara
Chief Community Officer

EDLV:gr

Enclosure

By accepting this check your organization certifies to the Arizona Community Foundation that (a) no ineligible benefits, goods or services were received by any individual or entity connected with the above-mentioned Arizona Community Foundation account, and (b) this donation will not be used by you to satisfy the payment of any pledge or other personal financial obligation on behalf of the donor.
52518  Integrated Family Court
20200244 05/23/2019  Best Interest Attorney's for Children Page/Lake Powell Community Fund

CHECK TOTAL: $*****1,078.00

* One Thousand Seventy-Eight and no/100 *

PAY TO THE ORDER OF Integrated Family Court
200 N. San Francisco St.
Flagstaff, AZ 86001

NORTHERN TRUST
THE NORTHERN TRUST COMPANY
91-521/1221

05/24/2019

AUTHORISED SIGNATURE

8/6/2019 Page 4 of 8
22 10/06/2019 | Courts Administration | Fiscal Year 20 Integrated Family Court Grant Award
### View Award

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<td>Northern Arizona Regional Grant Cycle</td>
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<td>$1,078.00</td>
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<tr>
<td>Start Date</td>
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</table>

**Your Acceptance Information**

Verify EIN: 86-6000491

**Document File**

**Description**

Special Notes for Applicant (if applicable): N/A

**Conditions**

As consideration for the grant, the Grantee agrees to the following conditions:

1. **USE OF GRANT MONEY.**
The Grantee shall use the Grant Money only for the Project and in accordance with the proposal and budget previously submitted to and approved by The Arizona Community Foundation. The Grantee shall not make any significant change in the Project without the prior approval of The Arizona Community Foundation. At the end of the grant period, the Grantee shall promptly return to The Arizona Community Foundation any unused portion of the Grant Money.

2. REPORTS.
The Grantee shall submit written reports on the accomplishments of this Project as well as an accounting of expenditure of grant funds. Reporting and documentation required by The Arizona Community Foundation shall be provided as outlined in the Grantee Final Report, which will be available as the final report due date nears. The Grantee shall provide The Arizona Community Foundation with copies (if available) of any press releases, photographs and published material about the Grant Money and the work it made possible.

3. MEETING REQUIREMENT.
The Grantee may be asked to attend a meeting at the Arizona Community Foundation, to be set at a later date, to discuss your project. Discussions on capacity building in the future and other topics will also take place.

4. PUBLICITY.
You will allow the Arizona Community Foundation (ACF) to review and approve the text, including quotes, of any proposed publicity concerning this grant prior to its release. ACF may include information regarding this grant, including the amount and purpose of the grant, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities, in ACF's periodic public reports, newsletters, news releases or any other printed materials distributed by the Community Foundation. Please ensure that all publicity (including printed material, press releases and Web sites) states "partial funding provided by the Arizona Community Foundation". If you require an electronic copy of ACF's official logo please contact the Marketing/Communications department at the Community Foundation.

5. RETENTION OF RECORDS.
The Grantee shall keep all financial records pertaining to the Project for at least four years and shall make such records available to The Arizona Community Foundation at reasonable times upon The Arizona Community Foundation's request.

6. REVOCATION OF GRANT MONEY.
The Grantee must return all unexpended grant funds immediately upon request by The Arizona Community Foundation if (1) the Foundation, at its sole discretion, determines that the Grantee has not performed in accordance with this Agreement, or (2) the Grantee loses its exemption from federal income tax under Section 501C 3 of the Internal Revenue Code of 1986, as amended (the) "Code" and is classified as other than a private foundation under Section 509(a) of the Code.
7. GRANT DOES NOT CREATE A PARTNERSHIP.
The Grantee shall not in any manner indicate, nor shall the grant or any documents related thereto be in any manner deemed to create or construed as creating, any kind of partnership, joint venture or other similar relationship between The Arizona Community Foundation and the Grantee or other party. The Arizona Community Foundation shall not be deemed in any manner responsible for the debts, liabilities or other obligations of the Grantee, including any such debts relating to this Project.

8. AMENDMENT.
This Grant Agreement shall not be amended or revised except by a written document signed by the parties hereto.

9. CHANGES OR PROBLEMS OCCURRING DURING GRANT YEAR.
Any changes or problems in the Grantee Agency that affects the Project must be reported to The Arizona Community Foundation immediately.

Accept Award  ✓
July 15, 2019

Page/Lake Powell Community Foundation
Attn: Elisa de la Vara
PO Box U
Flagstaff, AZ 86002

Re: 2019 Grant Award

Dear Ms. Vara and Foundation Members:

On behalf of the Integrated Family Court (IFC), I would like to thank you for your generous grant award in the amount of $1,078 to provide the Best Interest Attorneys, who have been assigned to difficult domestic relations cases and are appointed to represent children, reimbursement for travel from Flagstaff to Page to meet with families and children. This will be a first-year project for the Best Interest Attorney Program and the hope is that more attorneys will be willing to travel from Flagstaff to the Page/Lake Powell region to meet with families without having to take on added expense for gas, mileage and meals that would come out of their own pocket. The Best Interest Attorneys donate their time pro bono to these cases and often they put in hundreds of non-billable hours. The children in these cases benefit most by having an attorney appointed just for them and who will help in determining their “best interest.”

Thank you tremendously to all of the Foundation Members of the Page/Lake Powell region, for the opportunity to make things a little better for the children in the Page/Lake Powell region and for making access to them a little easier for the attorneys who are volunteering their time for them. We look forward to sharing great stories regarding the families who will benefit from having Best Interest Attorneys assigned in their cases.

Once again, thank you very much for your support and for providing the children in your region the opportunity to have essential services in their own community.

Sincerely,

Wendy Kasprzyk-Roberts
Integrated Family Court Coordinator
Coconino County Superior Court
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Sharon Yates, Coconino County Court Administration

SUBJECT: Consideration and possible acceptance of a Fiscal Year 2020 grant from the Administrative Office of the Courts, and corresponding budget amendment, in the amount of $41,675 for court security improvements at the Flagstaff Courthouse.

RECOMMENDED MOTION:

Consideration and possible acceptance of a Fiscal Year 2020 grant from the Administrative Office of the Courts and corresponding budget amendment in the amount of $41,675 for court security improvements at the Flagstaff Courthouse.

BACKGROUND:

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

The Coconino County Courthouse applied for funding from the AOC court security fund and was notified on May 22, 2019 that the Court has been approved for funding in the amount of $41,675.00. The funding is to be used for court security improvements at the Coconino County Courthouse for the following items: Electronic Door Locking Mechanisms. The locking mechanisms would allow all courtrooms to be locked in an emergency.

The Courts are collaborating with Coconino County Facilities Management to ensure the scope of work and requests for bids align with the grant funded capital improvement and to confirm that the new equipment will integrate with the velocity door control software.

Attached for County approval is the funding agreement for $41,675.00 for court security improvements to the Coconino County Courthouse.
ALTERNATIVES:

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

FISCAL IMPACT:

The total FY2020 grant award is $41,675.00. A grant budget amendment is required once a fund has been set up for this grant. The Finance Department has reserved a grant place holder for this FY2020 grant.

FY2020 - A New Fund along with the following line items will need to be established by the County Budget Department as noted below.

<table>
<thead>
<tr>
<th>Revenue</th>
<th>$41,675</th>
<th>341550 State Grant Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expense</td>
<td>$41,675</td>
<td>808011 Security Equipment</td>
</tr>
</tbody>
</table>

ATTACHMENTS:

1 - Staff Report
2 - GRANT AGREEMENT
3 - BUDGET ADJUSTMENT - REQUEST FOR NEW FUND
Arizona Supreme Court
Administrative Office of the Courts

FUNDING AGREEMENT FOR COURT SECURITY IMPROVEMENTS

Coconino County Superior Court
200300CS01
Fiscal Year 2020

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

RECITAL

The purpose of this Agreement is to provide funding to the Court to implement its approved plan for use of Court Security Improvement (CSI) funds for Fiscal Year 2020, as set forth in Addenda A and B which are part of this Agreement.

TERMS AND CONDITIONS

1. TERM OF AGREEMENT

This Agreement becomes effective on May 1, 2019 and shall remain in effect through June 30, 2020.

2. MODIFICATION AND TERMINATION

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

3. FUND ACCOUNTING

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

4. EXPENDITURES

a. Distribution of Funds. The AOC may retain all or any portion of the funds allocated to the Court for the performance of its approved plan and may authorize direct expenditures for the benefit of the Court. Set forth in Addendum A to this Agreement are the specific amounts to be retained and disbursed by the AOC. The AOC may periodically modify the distribution of funds contained in Addendum A based on its determination of the Court's need for and usage of Court Security Improvement Funds.
b. Reporting Requirements. The Court shall submit a progress report to the AOC no later than forty-five days after the end of the grant period and include a financial report along with any unexpended funds and interest in accordance with paragraph 4.c of this funding agreement.

c. Unexpended Funds. Funds unencumbered as of June 30, 2020 and unexpended as of July 31, 2020, plus all unexpended interest accrued on such funds while in the possession of the Court, shall be transmitted to the AOC for reversion to the Court Security Improvement Fund no later than August 15, 2020. The reversion shall be accompanied by a closing financial statement signed by the Presiding Judge.

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

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

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

f. Termination of Funding. In the event that this Agreement is terminated prior to June 30, 2020, all unexpended funds in the possession of the Court shall be returned to the AOC within 30 days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements; and (3) an inventory, including serial numbers, of all equipment purchased with Court Security Improvement Funds.

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

5. **BOOKS AND RECORDS**

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

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

e. AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS

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

7. INVENTORY

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

8. USE, LOSS AND DISPOSITION OF EQUIPMENT

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

e. PERFORMANCE LIABILITY

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

Coconino County Superior Court

By

Honorable Mark Moran, Presiding Judge
Superior Court in Coconino County

ARIZONA SUPREME COURT

By

Mike Baumstark, Deputy Director
Administrative Office of the Courts
ADDENDUM A
TO APPROVED RECOMMENDATION AND FUNDING AGREEMENT FOR
COURT SECURITY IMPROVEMENTS

GRANTEE: Coconino County Superior Court

ADDENDUM DATE: May 291 2019

BEGIN DATE: May 1, 2019

NOTE: This addendum supersedes all previously dated addenda.

FUND SUMMARY:

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TOTAL FUNDS: $41,675.00

AMOUNT FROM OTHER FUNDING: $0.00

TOTAL: $0.00

AMOUNT TO BE DISBURSED TO COURT:

Upon receipt of signed funding agreement

$41,675.00

TOTAL AMOUNT APPROVED FOR DISBURSEMENT: $41,675.00

TOTAL AMOUNT APPROVED FOR EXPENDITURE: $41,675.00

* Since the AOC cannot guarantee how much revenue will be generated for fiscal years 2019 and 2020, any shortfall will be the financial responsibility of the court. In the event that Court Security Improvement funds retained by the AOC are insufficient to fund the approved request, or funds are reduced by legislative action, there is no obligation or approval to provide funds from other sources on the part of the AOC.

Signed: [Signature]
Date: 5/13/19

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

Signed: [Signature]
Date: 6/11/19

Honorable Mark Moran, Presiding Judge
Superior Court in Coconino County

ADDENDUM B

TO APPROVED RECOMMENDATION AND FUNDING AGREEMENT FOR COURT SECURITY IMPROVEMENTS

GRANTEE: Coconino County Superior Court

ADDENDUM DATE: May 29, 2019

BEGIN DATE: May 1, 2019 END DATE: June 30, 2020

NOTE: This addendum supersedes all previously dated addenda.

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ATTACHMENT C

ARIZONA COURTS
INVENTORY AND PROPERTY CONTROL POLICY

The purpose of this section is to set forth minimum procedures and guidelines for fixed assets (furniture and equipment) owned by the Judicial Department unit (JDU) other than the Supreme Court.
It is the intent of this policy that all equipment items are accounted for under an Inventory system. Each court, including its probation departments, must be able to account for all equipment regardless of the funding source used to purchase the equipment.

DEFINITIONS

Capital equipment means any piece of more and a usable life of one or more years.

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

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

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

POLICY

1. GENERAL

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

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

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

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

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

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

2. TAGGING/NUMPERING SYSTEM

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

3. RECORD KEEPING

The inventory and property control person shall establish accurate records for all equipment under this policy. These records for capital and non-capital equipment shall, at a minimum, indicate:

- Acquisition date
- A brief description of the item
- Current location (code or suitable alternative)
- Program funding source
- Tag or asset number
- Model and serial number
- Account number
- Purchase document number (claim/voucher)
- Original cost including shipping, taxes, and installation

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

4. INVENTORY SCHEDULE

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

5. TRANSFER OF EQUIPMENT

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

6. SURPLUS PROPERTY

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

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

7. MODIFICATION TO THIS POLICY

The Arizona Supreme Court, AOC, reserves the right to modify this policy as needed.
**Budget Amendment**

Please set up the following expense and revenue accounts:

Revenue  $41,675  341550 State Grant Revenue

$41,675

Expense  808011 Security Equipment

**NEW FUND NUMBER REQUEST FORM**

**SECTION I - COMPLETED BY DEPARTMENT**

1. Grant/Contract Name: Court Security Improvement Grant (AOC)
2. Name Used by Dept: Court Security Improvement – Coconino County Courthouse
3. Grant/Contract Number: GPT #200300CS01
4. Granting Agency: Administrative Office of the Court (AOC)
5. Contact: Annette Mariani (amarianai@courts.az.gov)
7. If Pass Thru, Pass Thru Agency? ___________State X Other: _____
8. (Describe): Court Security Improvement Grant, (Electronic Door Controls for Courtrooms)
9. Department Name/Number: 22 – Superior Court
10. Division Name/Number: 2201
11. Subdivision Name/Number: 0000
12. Is fund eligible to receive interest? Yes: _______ No: X
13. Are there any restrictions on interest earned? Yes: _______ No: N/A
14. If yes, what are the restrictions? _____________________________________________
15. Is this a: Cost Reimbursement: ___ Unit of Service Fee ___, or Allocation Grant ___X
16. Grant Period: May 1st, 2019 through June 30th, 2020
17. Grant Allotment: $41,765
18. Billing/Reimbursement Cycle: One Lump Allocation
19. Does this fund pay indirect Yes ___ No ___
20. Can Fund Balances be carried over to next Fiscal Year? Yes: X Federal Grant Cycle Only No: ___
   a. If yes, are there restrictions on use of the carryover? Yes: X No: ___
21. Can budget be reallocated between any type of expenditure? Yes: Salary/ERE ______ No: __X__. 
   Receiving: Martie Delgadillo & Jan Cody & Lyndsey Tapia
23. Approved by the Board of Supervisors: 8/6/19, 10am
24. Submitted by: Martie Delgadillo Phone Number 679-7507
25. Department Head Signature: ______________________________

SECTION II - COMPLETED BY FINANCE

FMS FUND # _____ INTEREST GROUP ____ REVENUE PAYMENT TYPE CODE ______

SECTION III - COMPLETED BY TREASURER

OASIS ACCOUNT NUMBER AND SOURCE CODE ____________________________
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Todd Whitney, Emergency Management Director

SUBJECT: Consideration and possible action regarding approval of an Intergovernmental Agreement between Coconino County and the City of Page for Emergency Management Services for the period of April 1st 2019 through June 30th 2020.

RECOMMENDED MOTION:

Approve the Intergovernmental Agreement between Coconino County and the City of Page for Emergency Management Services for the period of July 1st 2019 through June 30th 2020.

BACKGROUND:

Coconino County and the City of Page face several threats and hazards that effect the region. Coconino County Emergency Management employs staff with expertise in the field of emergency management and disaster services. This IGA will direct Coconino County Emergency Management to provide services to the City of Page in accordance with Arizona Revised Statutes 26-308 and support the City's preparedness and resiliency through plan development, updates, outreach activities, training and exercises and access to the emergency notifications system for the public and employees of the City of Page.

The City of Page reviewed and accepted the IGA during the City Council meeting on June 24th, 2019.

ALTERNATIVES:

Not approve the IGA.

FISCAL IMPACT:

The contractual agreement of services will result in $10,000 revenue into Coconino County Emergency Management.
ATTACHMENTS:

1 - Staff Report
2 - CITY OF PAGE STAFF REPORT
3 - IGA
NEW BUSINESS 13.2.

City Council Regular Agenda Summary
Meeting Date: 06/24/2019
Brief Title: Emergency Operations Plan MOU with Coconino County
Presented by: Tim Lange, Lieutenant
Department: Police Department
Action: Motion

RECOMMENDED ACTION:
Motion to approve the Intergovernmental Agreement (IGA) and purchase of the regional Emergency Operations Plan (EOP) which includes regional emergency operations management and disaster services with the "Coconino County Department of Emergency Management."

BACKGROUND:
The EOP establishes a framework through which the County may prepare for; respond to; recover from; and mitigate to prevent the impacts of a wide variety of disasters that could adversely affect the health, safety and/or general welfare of the residents and emergency workers of Coconino County. The EOP provides guidance to Coconino County officials or procedures, organization and responsibilities, which will prevent, minimize and/or relieve personnel hardship and property damage associated with disasters or the imminent threat thereof. This plan provides for an integrated and coordinated county, municipal, state and federal response. This plan is a living document, fully integrated with a database and dynamics fields system built and maintained by BOLDplanning. It complies with the most current guidance from DHS and FEMA regarding the ability to keep data and personal information secure, current, and up to date.

ALTERNATIVES CONSIDERED:
The City of Page has an Emergency Operations Plan, however, it is outdated. An alternative to consider is for the City of Page to update its own EOP, however, that would require significant time and resources to not only update, but to keep current and to maintain.

ADVISORY BOARD / COMMISSION ACTION:
N/A

Fiscal Impact

Fiscal Year: 2020
Amount Requested: $10,000
Line Item(s): 10-441-2816
Budget Impact: Payment will be paid by Risk Management budget 2020.

Attachments

IGA Document
INTERGOVERNMENTAL AGREEMENT FOR
REGIONAL EMERGENCY OPERATIONS MANAGEMENT AND DISASTER SERVICES
BETWEEN COCONINO COUNTY, ARIZONA
AND THE
CITY OF PAGE

This Regional Disaster and Emergency Management Services Agreement ("Agreement") goes into effect on the 1st day of July 2019 (the "Effective Date"), by and between Coconino County, a political subdivision of the State of Arizona ("County"), and the City of Page, a public agency of the State of Arizona ("Public Agency").

STATUTORY AUTHORIZATION

County and Public Agency are empowered by A.R.S. §§ 11-951 et seq. and A.R.S. § 26-308(B) to enter into this Agreement.

BACKGROUND

WHEREAS, there is an existing possibility of the occurrence of disasters of unprecedented size and destructiveness resulting from natural, technological, national security or other causes; and,

WHEREAS, the parties mutually desire that preparation shall be adequate to provide for the common defense against disaster; and,

WHEREAS, the parties mutually desire to assure the coordinated preparation and execution of emergency management programs and plans for the preservation of life and property when disasters occur in accordance with the guidance set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121-5207; Post Katrina Emergency Management Reform Act of 2006, Public Law 109-295; applicable Federal Emergency Management Guides and Directives; and applicable State of Arizona Emergency Plans:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed by and between County and Public Agency as follows:

TERMS OF AGREEMENT

1. **County Obligations**

   County shall:

   a. Prepare and maintain a county Multi-Jurisdictional Emergency Operations Plan or ("EOP") with due consideration of hazards that affect all areas in the County. Within this EOP, the public agency annex will contain specific roles and responsibilities as it relates to a local emergency.

   b. Advise and assist Public Agency in the development, review, publication, and distribution of the EOP developed for Public Agency.

   c. Advise and assist Public Agency in the development, review, publication, and distribution of a Hazard Mitigation Plan.
d. Advise and assist Public Agency with the disaster and emergency management training of such employees as Public Agency shall designate.

e. Provide and maintain a coordinated countywide emergency management program for extraordinary operational systems not provided for in normal governmental operations, including: Warning Systems (emergency notification system), access to an employee notification system, Auxiliary Communications System, comprehensive emergency management and planning, and an Emergency Operations Center.

f. Train, maintain, and issue access to a comprehensive emergency management software tool to expedite the emergency operations center processes (Web EOC).

g. Develop and maintain a countywide comprehensive electronic interactive resource database of government owned and other resources available for use in the event of a disaster.

h. Provide assistance in obtaining Federal or State funds available to Public Agency for emergency management and disaster purposes.

i. Advise and assist Public Agency in the timely preparation of reports and other papers required by the state or federal governments.

j. Offer coordination assistance to Public Agency in the event of a disaster affecting Public Agency.

k. Provide that the county EOC may act as a backup EOC for partner cities.

l. Assist Public Agency in conducting exercises scheduled by Public Agency to test its disaster response capability.

m. Advise and assist Public Agency with emergency planning, training and exercises for schools and health care facilities.

n. Advise and assist Public Agency in complying with the provisions of Title 26, Chapter 2, Arizona Revised Statutes, and State policies and procedures.

o. Advise and assist Public Agency with public awareness and education including but not limited to:

   (1) providing disaster response pamphlets/handouts to Public Agency emergency management personnel for distribution to the public.

   (2) delivering disaster response pamphlets/handouts to libraries, community centers, and senior centers located in Public Agency.

   (3) giving oral presentations on disaster and emergency-related subjects to schools, civic groups and similar organizations.

   (4) setting up and staffing information booths at fairs, safety days and similar events.

p. Notify Public Agency of its annual fee for each upcoming fiscal year no later than March 1 of the Preceding Fiscal Year.
q. Assist Public Agency with other disaster and emergency management programs as may be agreed upon.

2. **Public Agency Obligations**

Public Agency shall:


b. Participate in developing and conducting such emergency management training programs and exercises as it deems necessary.

c. Provide that Public Agency’s EOC may act as a back up to the County if they need an alternate location.

d. Collect and provide disaster and emergency management information when so required by the state or federal government.

e. During each fiscal year (July 1 to June 30) of the term of this Agreement, pay to County an annual fee to be determined as follows:

   (1) Public Agency with a population of 2001 to 10,000 will pay an annual fee of $10,000 to County. (estimated cost of $1.37 per citizen/ per year)

   (2) Public Agency’s population will be determined using the latest available U.S. Census data.

   (3) If contract is negotiated mid-year, a pro-rated amount, in accordance with the above values will be assessed.

3. This Agreement supersedes any and all agreements, either written or oral, between the parties with respect to the subject matter contained herein and contains all the covenants and agreements between the parties with respect to the rendering of disaster and emergency management services. Except as otherwise provided any effective modification must be in writing signed by both parties.

4. The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. §38-511.

5. In the event of any controversy which may arise out of this Agreement, the parties agree that the matter shall be arbitrated as provided in A.R.S. §12-1518(A). The method of arbitration and the selection of arbitrators shall be decided by the mutual agreement of the parties at such time as arbitration services are needed. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

6. The terms of this Agreement shall commence on the Effective Date and continue until June 30, 2020, unless sooner terminated as provided herein. The Agreement may be terminated by either party giving written notice of such intention to the other party not less than ninety (90) days prior to June 30 of the year during which the notice is given, which shall be the effective date of the termination.

7. To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).
a. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

b. All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

c. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

d. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

e. The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

8. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

9. To the extent permitted by law, each Party does hereby covenant and agree to indemnify, defend, and hold harmless the other Party, their elected officials, appointees, officers, employees, contractors, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which, are the result of any act or omission of the Party, its officers, employees, contractors, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement. Failure of a Party to comply with the terms of this Agreement shall not provide the basis of any third-party action against any of the Parties.

10. Pursuant to A.R.S. §23-1022(D), for the purposes of worker’s compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The parent agency shall be solely liable for payment of worker’s compensation benefits.

11. Any notices required or permitted to be given hereunder by either party to the other may be given by personal delivery in writing or by registered or certified mail, postage prepaid, with return receipt requested. Notices shall be addressed to the parties at the addresses appearing below, but each party may change such party’s address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three (3) days mailing. Notices shall be addressed as follows:
To County to the attention of:  
Director  
Coconino County Department of Emergency Management  
219 E. Cherry Avenue  
Flagstaff, AZ 86001

To Public Agency to the attention of:  
City Manager or Designee  
City of Page  
PO Box 3005  
Page, AZ 86040

12. If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law and their implementing regulations to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect.

13. Any individual executing this Agreement on behalf of a Party represents and warrants to the other Party that they are duly authorized to execute this Agreement on behalf of such Party, and that upon their signature this Agreement shall be binding upon the Parties.

Dated this ____ day of _____, 2019  

Levi Tappan  
Mayor

Dated this ____ day of _____, 2019  

__________________________  
Lena Fowler  
Chair, Board of Supervisors  
Coconino County, Az

The undersigned attorneys for the respective parties each hereby certify that they have reviewed this Agreement and find that it is in proper form, and within the power and authority granted to their respective clients under the laws of the State of Arizona.

__________________________  
City Attorney

__________________________  
Rose Winkeler  
Deputy County Attorney

__________________________  
City Clerk

__________________________  
Lindsay Daley  
Clerk of the Board
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Mike Townsend, Finance Director

SUBJECT: Consideration and possible action regarding approval of the designation of Michael Townsend as the Chief Fiscal Officer of Coconino County with the authority to submit Fiscal Years 2017 and 2018 expenditure limitations report to the auditor general, as required by ARS 41-1279.07.E.

RECOMMENDED MOTION:

Approve the designation of Michael Townsend as the Chief Fiscal Officer of Coconino County with the authority to submit Fiscal Years 2017 and 2018 expenditure limitations report to the auditor general, as required by ARS 41-1279.07.E.

BACKGROUND:

Arizona Revised Statutes requires the county to notify the auditor general, by July 31 of each year, the name of the Chief Financial Officer (CFO) designated by the Board to submit the current fiscal year's expenditure limitation report. The county's CFO is responsible for submitting and certifying the accuracy of the current year's expenditure limitation report. This is a yearly requirement of the Board.

On June 18, 2019 the Board approved the designation of Michael Townsend as Chief Financial Officer (CFO) for FY20 however, expenditure reports for FY17 and FY18 were not finalized. In order for him to submit said reports, he must be specifically designated as CFO for those fiscal years.

ALTERNATIVES:

This is a legal requirement of the Board. The Board could select another employee to serve as the CFO.

FISCAL IMPACT:

There could be negative fiscal impacts to the county by not appointing a CFO since there are several legal requirements of a CFO related to yearly expenditure limitation reports.
ATTACHMENTS:

1 - Staff Report
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Mike Townsend, Finance Director

SUBJECT: Consideration and possible action regarding adoption of the tax rate schedule for Fiscal Year 2019-2020 and Tax Year 2019 for all special taxing jurisdictions for which Coconino County has the authority to collect taxes.

RECOMMENDED MOTION:

Move to adopt the tax rate schedule for Fiscal Year 2019-2020 and Tax Year 2019 for all special taxing jurisdictions for which Coconino County has the authority to collect taxes.

BACKGROUND:

The County Board of Supervisors is required under Arizona Revised Statute 42-17151 to adopt the tax rates for Coconino County and all special taxing jurisdictions in the County, no later than the 3rd Monday of August in each fiscal year. The attached schedule includes all tax rates based on the Net Assessed Values calculated by Coconino County and the Arizona Department of Revenue. Taxing jurisdictions statutorily included on this schedule are:

Coconino County
Coconino County Library District
Coconino County Fire District Assistance Fund
State School Tax Equalization
City of Flagstaff
City of Williams
Coconino County Fire Districts (17)
Coconino County Flood Control District
Coconino County Public Health Services District
Forest Lakes Domestic Water District
Page Hospital District
Williams Facilities District
Williams Hospital District
Coconino Community College
Unified School Districts #1, 2, 4, 5, 6, 8, 9, 10, 31
County Education District
CAVIAT Joint Vocational Technology Institute
NATIVE Joint Technology District
Valley Academy Education District
Mountain Institute Joint Technology District

Tax rates are established and approved by each taxing jurisdiction's Board of Directors. They may require a Truth in Taxation hearing and have other statutory restrictions, which are the responsibility of each jurisdiction to comply with.

Tax levies for each property depend on the Assessed Value of the property and where it is located. Properties are subject to these tax rates if the property falls within district boundaries. The only County-wide districts are the Coconino County General Fund, Library District, Public Health Services District, Fire District Assistance Tax, and State Education Equalization. Fire District Assistance Tax is set by a statutorily determined formula. State Education Equalization is set by the State of Arizona according to statute.

A full report on changes to assessed values and levies is attached.

**ALTERNATIVES:**

The Board of Supervisors is required by statute to levy taxes and to adopt the tax rates for all taxing jurisdictions in Coconino County.

**FISCAL IMPACT:**

Adoption of the tax rate schedule will allow for the collection of property tax revenue critical to funding the taxing jurisdictions' operating budget for Fiscal Year 2019-2020.

**ATTACHMENTS:**

1 - Staff Report
2 - FY20 TAX RATES WORKSHEET
3 - FY20 FDAT REPORT
## COCONINO COUNTY

**TAX RATES FOR 2019**

**FY20 COLLECTIONS**

<table>
<thead>
<tr>
<th>AUTHORITY ID</th>
<th>DIRECT TAX LEVY</th>
<th>ASSESSED VALUE</th>
<th><strong><strong>TAX RATE PER $100 VALUATION</strong></strong></th>
<th>2018/2019 TOTAL TAX RATE</th>
<th>INCREASE (DECREASE)</th>
<th>PERCENT INCREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PRIMARY</td>
<td>SECONDARY</td>
<td>TOTAL TAX RATE</td>
<td>TOTAL OVER</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### COCONINO COUNTY

- **02000 General Fund**
  - 2019: 9,911,686
  - 2018/2019: 1,831,089,260
  - Tax Rate: 0.5413
  - Increase (Decrease): -0.0176 (-3.15%)

- **14900 Library District Fund**
  - 2019: 4,680,264
  - 2018/2019: 1,831,089,260
  - Tax Rate: 0.2556
  - Increase (Decrease): 0.0000 (0.00%)

- **11900 Fire District Assistance Fund**
  - 2019: 1,831,089
  - 2018/2019: 1,831,089,260
  - Tax Rate: 0.1000
  - Increase (Decrease): 0.0000 (0.00%)

- **TOTAL COUNTY**
  - 2019: 0.5413
  - 2018/2019: 0.5413
  - Tax Rate: 0.5589
  - Increase (Decrease): (0.0176) (-3.15%)

### CITY OF FLAGSTAFF

- **04151 Primary**
  - 2019: 6,892,243
  - 2018/2019: 868,806,647
  - Tax Rate: 0.7933
  - Increase (Decrease): (0.0401) (-4.81%)

- **54151 Secondary**
  - 2019: 7,268,436
  - 2018/2019: 868,806,647
  - Tax Rate: 0.8366
  - Increase (Decrease): 0.0000 (0.00%)

- **TOTAL CITY OF FLAGSTAFF**
  - 2019: 0.7933
  - 2018/2019: 0.7933
  - Tax Rate: 0.8366
  - Increase (Decrease): (0.0401) (-4.81%)

### CITY OF WILLIAMS

- **04153 Primary**
  - 2019: 617,358
  - 2018/2019: 48,208,504
  - Tax Rate: 1.2806
  - Increase (Decrease): (0.0745) (-5.50%)

- **TOTAL CITY OF WILLIAMS**
  - 2019: 1.2806
  - 2018/2019: 1.2806
  - Tax Rate: 1.3511
  - Increase (Decrease): (0.0745) (-5.50%)

### SPECIAL DISTRICTS

#### FIRE DISTRICTS

- **11201 SEDONA FIRE F.D.**
  - 2019: 3,661,461
  - 2018/2019: 146,224,500
  - Tax Rate: 2.5040
  - Increase (Decrease): 0.0299 (1.21%)

- **11206 SUMMIT F.D.**
  - 2019: 4,091,613
  - 2018/2019: 125,895,790
  - Tax Rate: 3.2500
  - Increase (Decrease): 0.0000 (0.00%)

- **BOND REPAYMENT**
  - 2019: 297,618
  - 2018/2019: 125,895,790
  - Tax Rate: 0.2364
  - Increase (Decrease): (0.0121) (-4.87%)

- **11240 HIGHLANDS F.D.**
  - 2019: 3,292,253
  - 2018/2019: 101,300,092
  - Tax Rate: 3.2500
  - Increase (Decrease): 0.0000 (0.00%)

- **11241 PINEWOOD F.D.**
  - 2019: 2,267,343
  - 2018/2019: 64,781,221
  - Tax Rate: 3.5000
  - Increase (Decrease): 0.0050 (0.14%)

- **11242 FOREST LAKES F.D.**
  - 2019: 607,473
  - 2018/2019: 18,691,491
  - Tax Rate: 3.2500
  - Increase (Decrease): 0.0000 (0.00%)

- **11246 GREENHAVEN F.D.**
  - 2019: 161,014
  - 2018/2019: 8,679,888
  - Tax Rate: 1.8550
  - Increase (Decrease): 0.0762 (4.29%)
<table>
<thead>
<tr>
<th>AUTHORITY ID</th>
<th>Direct Levy</th>
<th>Assessed Value</th>
<th><strong><strong>Tax Rate Per $100 Valuation</strong></strong></th>
<th>2018/2019 Total Tax Rate</th>
<th>Increase (Decrease)</th>
<th>Percent Increase (Decrease)</th>
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</thead>
<tbody>
<tr>
<td><strong>FIRE DISTRICTS</strong></td>
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<tr>
<td>11247 MORMON LAKE F.D.</td>
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<tr>
<td>11249 SHERWOOD FOREST F.D.</td>
<td>143,235</td>
<td>4,407,219</td>
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<td>12.85%</td>
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<tr>
<td>11250 THE WOODS F.D.</td>
<td>10,681</td>
<td>1,007,674</td>
<td>1.0600 1.0600 0.7500 0.3100</td>
<td>41.33%</td>
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<td>11251 KAIBAB ESTATES WEST F.D.</td>
<td>64,696</td>
<td>2,849,027</td>
<td>2.2708 2.2708 2.3478 (0.0770)</td>
<td>-3.28%</td>
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<tr>
<td>11523 BLUE RIDGE F.D.</td>
<td>821,371</td>
<td>29,759,812</td>
<td>2.7600 2.7600 2.6500 0.1100</td>
<td>4.15%</td>
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<tr>
<td>11524 JUNIPINE F.D.</td>
<td>48,046</td>
<td>1,478,350</td>
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<tr>
<td>11525 TUSAYAN F.D.</td>
<td>437,366</td>
<td>12,496,173</td>
<td>3.5000 3.5000 3.5000 0.0000</td>
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<td>11526 PONDEROSA F.D.</td>
<td>810,071</td>
<td>26,301,047</td>
<td>3.0800 3.0800 3.0800 (0.0000)</td>
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<td>11527 WESTWOOD ESTATES F.D.</td>
<td>67,777</td>
<td>3,548,523</td>
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<td>11528 FLAGSTAFF RANCH F.D.</td>
<td>328,918</td>
<td>10,120,553</td>
<td>3.2500 3.2500 3.2500 0.0000</td>
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<tr>
<td>11529 LOCKETT RANCH F.D.</td>
<td>152,047</td>
<td>10,862,807</td>
<td>1.3997 1.3997 1.5000 (0.1003)</td>
<td>-6.69%</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>OTHER SPECIAL DISTRICTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15000 FLOOD CONTROL</td>
<td>3,633,989</td>
<td>1,593,855,017</td>
<td>0.2280 0.2280 0.1808 0.0472</td>
<td>26.08%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29999 PUBLIC HEALTH SERVICE DISTRICT</td>
<td>4,577,723</td>
<td>1,831,089,260</td>
<td>0.2500 0.2500 0.2500 0.0000</td>
<td>0.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17250 FOREST LAKES DOMESTIC WATER</td>
<td>318,892</td>
<td>18,342,870</td>
<td>1.7385 1.7385 1.7043 0.0342</td>
<td>2.01%</td>
<td></td>
<td></td>
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<tr>
<td>28268 WILLIAMS FACILITIES DISTRICT</td>
<td>7,500</td>
<td>1,830,957</td>
<td>0.4096 0.4096 0.4347 (0.0250)</td>
<td>-5.76%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## COCONINO COUNTY
### TAX RATES FOR 2019
#### FY20 COLLECTIONS

<table>
<thead>
<tr>
<th>AUTHORITY ID</th>
<th>DIRECT LEVY</th>
<th>ASSESSED VALUE</th>
<th><strong><strong>TAX RATE PER $100 VALUATION</strong></strong></th>
<th>2018/2019 TOTAL TAX RATE</th>
<th>INCREASE (DECREASE)</th>
<th>PERCENT INCREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PRIMARY</td>
<td>SECONDARY</td>
<td><strong>TAX RATE</strong></td>
<td><strong>TAX RATE</strong></td>
<td><strong>TAX RATE</strong></td>
<td><strong>TAX RATE</strong></td>
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<tr>
<td></td>
<td>2018/2019</td>
<td>(DECREASE)</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

### OTHER SPECIAL DISTRICTS

1. **10375 WILLIAMS HOSPITAL DISTRICT**
   - 1,720,500
   - 115,237,962
   - 1.4930
   - 1.2132
   - 0.2798
   - 23.06%

2. **10376 PAGE HOSPITAL DISTRICT**
   - 1,600,708
   - 141,158,889
   - 1.1340
   - 1.1291
   - 0.0049
   - 0.43%

### COCONINO COMMUNITY COLLEGE

1. **08150 Maintenance and Operations**
   - 8,408,362
   - 1,831,089,260
   - 0.4592
   - 0.4592
   - 0.4741
   - (0.0149)
   - -3.14%

2. **58150 Bond Interest and Redemption**
   - -
   - 1,831,089,260
   - 0.0000
   - 0.0000
   - 0.1218
   - (0.1218)
   - -100.00%

**TOTAL COCONINO COMMUNITY COLLEGE**
- 0.4592
- 0.0000
- 0.4592
- 0.5959
- (0.1367)
- -22.94%

### SCHOOL DISTRICTS

#### FLAGSTAFF U.S.D. #1

1. **07001 Primary Tax Levy**
   - 48,362,327
   - 1,303,847,931
   - 3.7092
   - 3.7092
   - 3.8173
   - (0.1081)
   - -2.83%

2. **87001 Adjacent Ways**
   - -
   - 1,303,847,931
   - 0.0000
   - 0.0000
   - 0.0000
   - 0.0000
   - 0.00%

3. **57001 15% M&O Override**
   - 8,699,273
   - 1,303,847,931
   - 0.6672
   - 0.6672
   - 0.7070
   - (0.0398)
   - -5.63%

4. **77001 Class B Bond Interest & Redemption**
   - 7,420,199
   - 1,303,847,931
   - 0.5691
   - 0.5691
   - 0.4389
   - 0.1302
   - 29.67%

5. **38301 Desegregation**
   - 2,241,315
   - 1,303,847,931
   - 0.1719
   - 0.1719
   - 0.1843
   - (0.0124)
   - -6.73%

**TOTAL FLAGSTAFF U.S.D. #1**
- 3.7092
- 1.4082
- 5.1174
- 5.1475
- (0.0301)
- -0.58%

#### WILLIAMS U.S.D. #2

1. **07002 Primary Tax Levy**
   - 4,133,996
   - 110,319,329
   - 3.7473
   - 3.7473
   - 3.9435
   - (0.1962)
   - -4.98%

2. **57002 10% M&O Override**
   - 423,737
   - 110,319,329
   - 0.3841
   - 0.3841
   - 0.4178
   - (0.0337)
   - -8.07%

**TOTAL WILLIAMS U.S.D. #2**
- 3.7473
- 0.3841
- 4.1314
- 4.3613
- (0.2299)
- -5.27%
<table>
<thead>
<tr>
<th>SCHOOL DISTRICTS</th>
<th>DIRECT TAX LEVY</th>
<th>ASSESSED VALUE</th>
<th><strong><strong>TAX RATE PER $100 VALUATION</strong></strong></th>
<th>2018/2019 TOTAL TAX RATE</th>
<th>INCREASE (DECREASE)</th>
<th>PERCENT INCREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>PRIMARY</td>
<td>SECONDARY</td>
<td>OVER</td>
<td></td>
</tr>
<tr>
<td>COCONINO COUNTY</td>
<td></td>
<td></td>
<td>12.0990</td>
<td>1.1670</td>
<td>13.2660</td>
<td>(0.0174)</td>
</tr>
<tr>
<td>GRAND CANYON U.S.D. #4</td>
<td>07004 Primary Tax Levy</td>
<td>2,039,252</td>
<td>16,854,718</td>
<td>12.0990</td>
<td>12.0990</td>
<td>12.0990</td>
</tr>
<tr>
<td></td>
<td>57004 9.3% M&amp;O Override</td>
<td>196,695</td>
<td>16,854,718</td>
<td>1.1670</td>
<td>1.1670</td>
<td>1.1844</td>
</tr>
<tr>
<td></td>
<td>TOTAL GRAND CANYON U.S.D #4</td>
<td></td>
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<td>12.0990</td>
<td>1.1670</td>
<td>13.2660</td>
</tr>
<tr>
<td>CHEVELON BUTTE U.S.D. #5</td>
<td>07005 Primary Tax Levy</td>
<td>546,056</td>
<td>52,591,331</td>
<td>1.0383</td>
<td>1.0383</td>
<td>1.0570</td>
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<tr>
<td></td>
<td>07990 Minimum State School Tax</td>
<td>705,881</td>
<td>52,591,331</td>
<td>1.3422</td>
<td>1.3422</td>
<td>1.3652</td>
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<td></td>
<td>TOTAL CHEVELON BUTTE U.S.D. #5</td>
<td></td>
<td></td>
<td>2.3805</td>
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<tr>
<td>FREDONIA U.S.D. #6</td>
<td>07006 Primary Tax Levy</td>
<td>1,058,282</td>
<td>20,305,491</td>
<td>5.2118</td>
<td>5.2118</td>
<td>5.7544</td>
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<td>TOTAL FREDONIA U.S.D. #6</td>
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<td>5.2118</td>
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</tr>
<tr>
<td>PAGE U.S.D. #8</td>
<td>07016 Primary Tax Levy</td>
<td>5,196,375</td>
<td>130,395,101</td>
<td>3.9851</td>
<td>3.9851</td>
<td>4.1537</td>
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<td>87016 Adjacent Ways</td>
<td>-</td>
<td>130,395,101</td>
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<td>TOTAL PAGE U.S.D. #8</td>
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<td>3.9851</td>
<td>0.0000</td>
<td>3.9851</td>
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</table>
## COCONINO COUNTY
### TAX RATES FOR 2019
#### FY20 COLLECTIONS

<table>
<thead>
<tr>
<th>AUTHORITY ID</th>
<th>DIRECT TAX LEVY</th>
<th>ASSESSED VALUE</th>
<th><strong><strong>TAX RATE PER $100 VALUATION</strong></strong></th>
<th>2018/2019 TOTAL TAX RATE</th>
<th>INCREASE (DECREASE)</th>
<th>PERCENT INCREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PRIMARY</td>
<td>SECONDARY</td>
<td>TAX RATE</td>
<td>OVER</td>
<td>TOTAL</td>
<td></td>
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<tr>
<td>07999 COUNTY EDUCATION DISTRICT</td>
<td>3,418</td>
<td>180,320</td>
<td>1.8954</td>
<td>1.8954</td>
<td>1.9679</td>
<td>(0.0725)</td>
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<tr>
<td>30005 MOUNTAIN INSTITUTE JOINT TECHNOLOGY</td>
<td>2,459</td>
<td>4,918,633</td>
<td>0.0500</td>
<td>0.0500</td>
<td>0.0500</td>
<td>0.0000</td>
</tr>
<tr>
<td>30003 NATIVE JOINT TECHNOLOGY DISTRICT</td>
<td>6,329</td>
<td>12,658,338</td>
<td>0.0500</td>
<td>0.0500</td>
<td>0.0500</td>
<td>0.0000</td>
</tr>
<tr>
<td>30002 VALLEY ACADEMY EDUCATION DISTRICT</td>
<td>73,128</td>
<td>146,256,554</td>
<td>0.0500</td>
<td>0.0500</td>
<td>0.0500</td>
<td>0.0000</td>
</tr>
<tr>
<td>30001 CAVIAT JOINT VOCATIONAL TECH INSTITUTE</td>
<td>790,861</td>
<td>1,581,722,570</td>
<td>0.0500</td>
<td>0.0500</td>
<td>0.0500</td>
<td>0.0000</td>
</tr>
<tr>
<td>77015 Class B Bond for Tuba City U.S.D.</td>
<td>500,004</td>
<td>12,658,338</td>
<td>3.9500</td>
<td>3.9500</td>
<td>4.2316</td>
<td>(0.2816)</td>
</tr>
<tr>
<td>TOTAL TUBA CITY U.S.D. #15</td>
<td>0.0000</td>
<td>3.9500</td>
<td>3.9500</td>
<td>4.2316</td>
<td>(0.2816)</td>
<td>-6.65%</td>
</tr>
<tr>
<td>07031 Primary Tax Levy</td>
<td>412,575</td>
<td>4,918,633</td>
<td>8.3880</td>
<td>8.3880</td>
<td>8.4894</td>
<td>(0.1014)</td>
</tr>
<tr>
<td>TOTAL ASH FORK U.S.D. #31</td>
<td>8.3880</td>
<td>0.0000</td>
<td>8.3880</td>
<td>8.4894</td>
<td>(0.1014)</td>
<td>-1.19%</td>
</tr>
<tr>
<td>77009 Class B Bond for Sedona-Oakcreek</td>
<td>1,447,794</td>
<td>146,256,554</td>
<td>0.9899</td>
<td>0.9899</td>
<td>1.0529</td>
<td>(0.0630)</td>
</tr>
<tr>
<td>TOTAL SEDONA-OAKCREEK U.S.D. #9</td>
<td>1.9305</td>
<td>1.1227</td>
<td>3.0532</td>
<td>3.2035</td>
<td>(0.1503)</td>
<td>-4.69%</td>
</tr>
<tr>
<td>07991 Minimum State School Tax</td>
<td>1,420,882</td>
<td>146,256,554</td>
<td>0.9715</td>
<td>0.9715</td>
<td>0.9016</td>
<td>0.0699</td>
</tr>
<tr>
<td>57009 15% M&amp;O Override</td>
<td>194,229</td>
<td>146,256,554</td>
<td>0.1328</td>
<td>0.1328</td>
<td>0.1421</td>
<td>(0.0093)</td>
</tr>
<tr>
<td>SEDONA-OAKCREEK U.S.D. #9</td>
<td>0.9590</td>
<td>0.9590</td>
<td>1.1069</td>
<td>(0.1479)</td>
<td>-13.36%</td>
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</tr>
<tr>
<td>07009 Primary Tax Levy</td>
<td>1,402,600</td>
<td>146,256,554</td>
<td>0.9590</td>
<td>0.9590</td>
<td>1.1069</td>
<td>(0.1479)</td>
</tr>
<tr>
<td>TOTAL MAINE CONSOLIDATED S.D. #10</td>
<td>5.1682</td>
<td>0.0000</td>
<td>5.1682</td>
<td>5.2103</td>
<td>(0.0421)</td>
<td>-0.81%</td>
</tr>
<tr>
<td>07010 Primary Tax Levy</td>
<td>1,693,181</td>
<td>32,761,514</td>
<td>5.1682</td>
<td>5.1682</td>
<td>5.2103</td>
<td>(0.0421)</td>
</tr>
<tr>
<td>ASH FORK U.S.D. #31</td>
<td>0.0000</td>
<td>3.9500</td>
<td>3.9500</td>
<td>4.2316</td>
<td>(0.2816)</td>
<td>-6.65%</td>
</tr>
<tr>
<td>07031 Primary Tax Levy</td>
<td>412,575</td>
<td>4,918,633</td>
<td>8.3880</td>
<td>8.3880</td>
<td>8.4894</td>
<td>(0.1014)</td>
</tr>
<tr>
<td>TOTAL ASH FORK U.S.D. #31</td>
<td>8.3880</td>
<td>0.0000</td>
<td>8.3880</td>
<td>8.4894</td>
<td>(0.1014)</td>
<td>-1.19%</td>
</tr>
<tr>
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<td>6,329</td>
<td>12,658,338</td>
<td>0.0500</td>
<td>0.0500</td>
<td>0.0500</td>
<td>0.0000</td>
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<tr>
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<td>73,128</td>
<td>146,256,554</td>
<td>0.0500</td>
<td>0.0500</td>
<td>0.0500</td>
<td>0.0000</td>
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<td>1,581,722,570</td>
<td>0.0500</td>
<td>0.0500</td>
<td>0.0500</td>
<td>0.0000</td>
</tr>
<tr>
<td>07009 Primary Tax Levy</td>
<td>1,402,600</td>
<td>146,256,554</td>
<td>0.9590</td>
<td>0.9590</td>
<td>1.1069</td>
<td>(0.1479)</td>
</tr>
<tr>
<td>TOTAL MAINE CONSOLIDATED S.D. #10</td>
<td>5.1682</td>
<td>0.0000</td>
<td>5.1682</td>
<td>5.2103</td>
<td>(0.0421)</td>
<td>-0.81%</td>
</tr>
<tr>
<td>07010 Primary Tax Levy</td>
<td>1,693,181</td>
<td>32,761,514</td>
<td>5.1682</td>
<td>5.1682</td>
<td>5.2103</td>
<td>(0.0421)</td>
</tr>
</tbody>
</table>

**SCHOOL DISTRICTS**

**SEDONA-OAKCREEK U.S.D. #9**

<table>
<thead>
<tr>
<th>AUTHORITY ID</th>
<th>DIRECT TAX LEVY</th>
<th>ASSESSED VALUE</th>
<th><strong><strong>TAX RATE PER $100 VALUATION</strong></strong></th>
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</thead>
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<tr>
<td></td>
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<td>SECONDARY</td>
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<td>OVER</td>
<td>TOTAL</td>
<td></td>
</tr>
<tr>
<td>07991 Minimum State School Tax</td>
<td>1,420,882</td>
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<td>0.9715</td>
<td>0.9715</td>
<td>0.9016</td>
<td>0.0699</td>
</tr>
<tr>
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<td>194,229</td>
<td>146,256,554</td>
<td>0.1328</td>
<td>0.1328</td>
<td>0.1421</td>
<td>(0.0093)</td>
</tr>
<tr>
<td>77009 Class B Bond for Sedona-Oakcreek</td>
<td>1,447,794</td>
<td>146,256,554</td>
<td>0.9899</td>
<td>0.9899</td>
<td>1.0529</td>
<td>(0.0630)</td>
</tr>
<tr>
<td>TOTAL SEDONA-OAKCREEK U.S.D. #9</td>
<td>1.9305</td>
<td>1.1227</td>
<td>3.0532</td>
<td>3.2035</td>
<td>(0.1503)</td>
<td>-4.69%</td>
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### Fire District Assistance Tax Distribution for FY2020

<table>
<thead>
<tr>
<th></th>
<th>Total Fire District Tax Levy</th>
<th>FDAT dist. (with statutory Sedona distribution and max FDAT distribution cap of $400,000)</th>
<th>FDAT Distribution Percentage</th>
<th>Adjusted FDAT: Maximum levy times % each district represents of actual FDAT total</th>
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<tbody>
<tr>
<td>FDAT Distribution</td>
<td>Total FY19 NAV</td>
<td>Tax Rates Calculated</td>
<td>FDAT NAV</td>
<td>SRP NAVs</td>
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<td>Sedona</td>
<td>146,224,500</td>
<td>2.5040</td>
<td>3,661,461</td>
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<td>Summit</td>
<td>125,895,790</td>
<td>3.2500</td>
<td>4,091,613</td>
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<td>Highlands</td>
<td>101,300,092</td>
<td>3.2500</td>
<td>3,292,253</td>
<td>400,000</td>
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<tr>
<td>Pinewood</td>
<td>64,781,221</td>
<td>3.5000</td>
<td>2,267,343</td>
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<td>18,691,491</td>
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<td>161,014</td>
<td>32,203</td>
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<td>Mormon Lake</td>
<td>7,152,680</td>
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<td>46,492</td>
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<td>Sherwood Forest</td>
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<td>2.2708</td>
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<td>Blue Ridge</td>
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<td>164,274</td>
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<tr>
<td>Junipine</td>
<td>1,478,350</td>
<td>3.2500</td>
<td>48,046</td>
<td>9,609</td>
</tr>
<tr>
<td>Tusayan</td>
<td>12,496,173</td>
<td>3.5000</td>
<td>437,366</td>
<td>87,473</td>
</tr>
<tr>
<td>Ponderosa</td>
<td>26,301,047</td>
<td>3.0800</td>
<td>810,071</td>
<td>162,014</td>
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<tr>
<td>Westwood Estates</td>
<td>3,548,523</td>
<td>1.9100</td>
<td>67,777</td>
<td>13,555</td>
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<tr>
<td>Flagstaff Ranch</td>
<td>10,120,553</td>
<td>3.2500</td>
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<td>65,784</td>
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<td><strong>$ 2,076,439</strong></td>
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DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Mike Townsend, Finance Director

SUBJECT: Consideration and possible action regarding approval of the additional contribution of $1,000,000 to the Arizona Public Safety Personnel Retirement System (PSPRS).

RECOMMENDED MOTION:

Approve the additional contribution of $1,000,000 to the Arizona Public Safety Personnel Retirement System (PSPRS).

BACKGROUND:

The Board of Supervisors approved the use of $1,250,000 from the Jail District in the FY20 budget utilizing flexibility language allowed by the State of Arizona budget adoption. The use of the $1,250,000 was adopted for two purposes. $250,000 was to be used to address technology needs in the Sheriff’s Office. $1,000,000 was to be an additional contribution to address the unfunded liabilities in PSPRS.

The additional contribution will reduce future contributions beginning in FY22 and these reductions are included in the Coconino County 10-year plan. In addition, having additional assets available for investments will provide increased investment returns into the future also improving the funded status of the Coconino County Public Safety Pension.

ALTERNATIVES:

The Board could decide not to utilize the flexibility language or could decide on other uses of these funds.

FISCAL IMPACT:

This is included in the adopted FY20 budget and programmed in the General Fund and Jail District 10-year plans.
ATTACHMENTS:

1 - Staff Report
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Mike Townsend, Finance Director

SUBJECT: Consideration and possible action regarding approval of a Purchase Order with Konica Minolta to provide maintenance and warranty services for all County copiers, in an amount not to exceed $95,000 for FY20.

RECOMMENDED MOTION:

Approve a Purchase Order with Konica Minolta to provide maintenance and warranty services for all County copiers, in an amount not to exceed $95,000 for FY20.

BACKGROUND:

County Departments have copiers purchased from Konica Minolta that have annual maintenance and warranty service charges. This service includes all maintenance calls, toner, unlimited black and white copying and staples. Color copy charges are in addition to the Departmental charges. Pricing is per MESC contract 10M-KMBS-0128. Departments spent just over $87,000.00 including color copies on this service in FY 19. This not to exceed amount assumes more color copying, including what will be increased from the new copiers being placed this FY.

ALTERNATIVES:

There are no alternatives to as this service must be performed by Konica certified technicians.

FISCAL IMPACT:

This service is budgeted per Department

ATTACHMENTS:

1 - Staff Report
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Matt Fowler, Information Technology Director

SUBJECT: Consideration and possible action regarding approval of the OnBase (EDMS) Annual Maintenance Contract Renewal with Databank for FY 2020 in the amount of $59,714.33.

RECOMMENDED MOTION:

Approve the OnBase (EDMS) Annual Maintenance Contract Renewal with Databank for FY 2020 in the amount of $59,714.33.

BACKGROUND:

Coconino County Board of Supervisors approved the Electronic Document Management System (EDMS) Enterprise Initiative utilizing the OnBase software on April 15, 2008. Currently the EDMS Enterprise Initiative has more than 400 registered users from all departments across the County.

Annual Maintenance on the software and user licenses are ongoing costs associated with the EDMS Enterprise Initiative. The Information Technology Department has implemented specific EDMS solutions in Superior Court, Juvenile Court, Adult Probation, County Assessor, County Attorney, Human Resources, Environmental Health, Treasurer, Public Works and Community Development. The OnBase software is also critical for managing the Board of Supervisors’ Agenda Management process.

The integration of the EDMS system in departmental business processes in Coconino County has led to considerable efficiency gains and positive return on investment.

The contract amount of $59,714.33 includes 12 months of support for OnBase.

ALTERNATIVES:

The Board of Supervisors may decide not to renew the Annual Maintenance Agreement with Databank. There has been significant business process efficiencies put into place that are dependent on the EDMS solution that would revert to manual paper processes; therefore, increasing the cost of conducting business.
FISCAL IMPACT:

The Fiscal Year 2020 Information Technology budget included the ongoing maintenance of the EDMS Enterprise Initiative.

ATTACHMENTS:

1 - Staff Report
2 - DATABANK QUOTE
3 - COI
4 - DATABANK CONTRACT
5 - DATABANK COI - UPDATED
## MAINTENANCE INVOICE

**NO. MO54001126**

**DATE: 5/15/2019**

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211 NORTH AGASSIZ STREET  
FLAGSTAFF, AZ  86001 | ACCOUNTS PAYABLE  
COCONINO COUNTY - IT  
211 NORTH AGASSIZ STREET  
FLAGSTAFF, AZ  86001 |

**Notes:** Maintenance Period: 08/01/2019 - 07/31/2020

**HSI # 6176**

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59,714.33

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## MAINTENANCE INVOICE

**NO. MOS4001126**  
**DATE: 5/16/2019**

**Bill To:**  
ACCOUNTS PAYABLE  
COCONINO COUNTY - IT  
211 NORTH AGASSIZ STREET  
FLAGSTAFF, AZ 86001

**Ship To:**  
ACCOUNTS PAYABLE  
COCONINO COUNTY - IT  
211 NORTH AGASSIZ STREET  
FLAGSTAFF, AZ 86001

**Notes:**  
Maintenance Period: 08/01/2019 - 07/31/2020

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**Subtotal:** 59,714.33

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**Notes:**
- Maintenance Period: 08/01/2019 - 07/31/2020
- HSI # 6176

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Total: 59,714.33
## MAINTENANCE INVOICE

**NO. MO54001126**
**DATE: 5/15/2019**

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FLAGSTAFF, AZ 86001 | ACCOUNTS PAYABLE  
COCONINO COUNTY - IT  
211 NORTH AGASSIZ STREET  
FLAGSTAFF, AZ 86001 |

**Notes:** Maintenance Period: 08/01/2019 - 07/31/2020  
HSI # 8176

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0.00

59,714.33

Continued
MAINTENANCE INVOICE
NO. MOS4001126
DATE: 5/15/2019

Summary:

SHIP TO:
ACCOUNTS PAYABLE
COCONINO COUNTY - IT
211 NORTH AGASSIZ STREET
FLAGSTAFF, AZ 86001

ILL TO:
ACCOUNTS PAYABLE
COCONINO COUNTY - IT
211 NORTH AGASSIZ STREET
FLAGSTAFF, AZ 86001

Notes:
Maintenance Period: 08/01/2019 - 07/31/2020

HSI # 8176

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WTMPW1 - Web Server Maintenance
Notes:

Please Remit Payment to:
DataBank IMX LLC
PO BOX 829878
PHILADELPHIA, PA 19182-8878

Electronic Remittances to:
Account Name: Databank IMX LLC
Bank Name: Sumitomo Mitsui Banking Corp., New York
Routing #: 0260-0967-4
Acct Number: 340491

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**TOTAL**
59,714.33
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 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
IRONWOOD INSURANCE SERVICES, LLC
4401 Northside Parkway STE 800
Atlanta GA 30327

INSURED
DataBank Acquisition Corporation
620 Freedom Business Center Suite 120
King of Prussia PA 19406

COVERAGES
CERTIFICATE NUMBER: 18-19

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

INSR. LITR. TYPE OF INSURANCE ADDL. SUBR. VWD POLICY NUMBER POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS

A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR 6014411148 9/12/2018 9/12/2019 EACH OCCURRENCE $1,000,000

COMBINED SINGLE LIMIT (Ea accident) $1,000,000

BODY INJURY (Per person) $5,000

PERSONAL & ADV INJURY $1,000,000

GENERAL AGGREGATE $2,000,000

PRODUCTS - COMPL/OP AQQG $2,000,000

B X AUTOMOBILE LIABILITY ANY AUTO X OCCUR 6014411165 9/12/2018 9/12/2019 EACH OCCURRENCE $1,000,000

COMBINED SINGLE LIMIT (Ea accident) $1,000,000

BODILY INJURY (Per person) $5,000

PROPERTY DAMAGE (Per accident) $5,000

B X UMBRELLA LIAB X OCCUR 6014411134 9/12/2018 9/12/2019 EACH OCCURRENCE $10,000,000

AGGREGATE $10,000,000

C D WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N A (CA) 6013899258 9/12/2018 9/12/2019 E.L. EACH ACCIDENT $1,000,000

E.L. DISEASE - EA EMPLOYEE $1,000,000

E.L. DISEASE - POLICY LIMIT $1,000,000

D X EXCESS LIABILITY E&O/ CYBER LIABILITY CLAIMS-MADE PRO1001373400 9/12/2018 9/12/2019 Each Claim/Aggregate $10,000,000

Each Claim/Aggregate $10M x $10M

E X EXCESS LIABILITY E&O/ CYBER LIABILITY QPL0810343 9/12/2018 9/12/2019 Each Claim/Aggregate $10,000,000

Each Claim/Aggregate $10M x $10M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contract Serial No. 14060-C1

CERTIFICATE HOLDER
Maricopa County
Office of Procurement Services
320 W. Lincoln Street
Phoenix, AZ 85003

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
Laura Newton/DAPHWI

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Full Named Insured List:

DataBank Holdings, LLC
DataBank IMX, LLC
DataBank Acquisition Corporation
DataBank, Inc.
Information Access Systems, Inc.
Cutting Edge Solutions, Inc.
OSAM Document Solutions, Inc.
OSAM Acquisition, Inc.
IAS Holdings, LLC
eArchives, Inc.
eDocument Resources, LLC
Imaging Solutions, Inc.
Cogniserv, LLC
Advanced Data Systems, Inc.
Advanced Data Systems of Jacksonville, Inc.
Advanced Data Systems of Orlando, Inc.
Griffith, Inc. t/a Alpha Systems
This Agreement for Professional Services and Products (the "AGREEMENT") is made effective as of July 23, 2019 (the "Effective Date") by and between DataBank IMX, LLC., a Delaware Limited Liability Corporation with its principal offices located at 620 Freedom Business Center Suite 120, King of Prussia, PA 19406 ("DataBank") and Coconino County, with offices located at 110 E. Cherry Ave, Flagstaff, AZ 86001 ("End User").

WHEREAS, End User desires to obtain professional services and products to design, configure, implement, and support a document capture, work process automation and electronic content management solution;

WHEREAS, DataBank desires to provide End User with professional services and related products;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, and intending to be legally bound, the parties enter into an AGREEMENT as follows:

1. **Services/Products:** This is a master AGREEMENT to which signed statements of work ("Statements of Work") may be attached by the parties from time to time. DataBank shall provide the services ("Services") and/or products ("Products") as set forth in such Statement(s) of Work, each of which shall be attached hereto as Exhibit(s) 1, 2, 3, and so on. Each Statement of Work will be effective as of the date it is signed by an authorized representative of each party. If any term of a Statement of Work conflicts with the terms of this AGREEMENT, the terms of the Statement of Work will control. DataBank will commence Services or delivery of Products in accordance with a Statement of Work.

2. **Pricing/Schedule of Charges:** The prices End User agrees to pay DataBank for Services and Products shall be set forth in the applicable Statement of Work.

3. **Payment Terms for Products and Services:** Other than when payment terms are specifically delineated within any attached Statement of Work, End User agrees to pay for all Services and Products within thirty (30) days of receipt of an invoice from DataBank. End User further agrees that amounts outstanding over forty five (45) days shall incur a service charge from the due date of 1 ½% per month (18% per year) (or if lower, the highest rate permitted under applicable law).

4. **Taxes:** End User shall be responsible for all sales taxes, use taxes and any other similar taxes and charges of any kind imposed by any federal, state or local government entity on the transactions contemplated by this AGREEMENT, excluding only taxes based solely upon DataBank's income. When DataBank has the legal obligation to pay or collect such taxes, the appropriate amount will be invoiced to and paid by End User unless End User provided DataBank with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. **Term:** The term of this AGREEMENT shall be for one (1) year from the Effective Date (the "Initial Term"), which term may be extended to the extent a Statement of Work is in effect. The parties may renew the term of this AGREEMENT for successive one (1) year terms upon their written agreement. DataBank shall, within thirty (30) days of expiration or termination of this AGREEMENT, deliver to End User all deliverables created under outstanding Statements of Work.
6. **Termination:** This AGREEMENT may be terminated as follows:

If End User fails to make any undisputed payment hereunder, and fails to cure such breach within thirty (30) days after receiving written notice from DataBank, then DataBank may immediately and without further notice, terminate this AGREEMENT and declare all sums due and to become due hereunder, immediately payable.

If either party materially breaches any term or condition of this AGREEMENT and fails to cure such breach within sixty (60) days after receiving written notice of the breach, the non-breaching party may terminate this AGREEMENT on written notice at any time following the end of such sixty (60) day period.

If End User elects to terminate this AGREEMENT for any reason, following the first anniversary at any time by providing at least ninety (90) days written notice.

Either party may terminate this AGREEMENT immediately upon notice of appointment of a receiver, or an assignee for the benefit of creditors of the other party, or in the event of any insolvency of the other party, except as prohibited by applicable bankruptcy laws.

7. **Intellectual Property Infringement:** DataBank will indemnify, defend and hold harmless End User, its affiliates, and their respective officers, directors, employees and agents against any and all liabilities loss, damage or expenses (including reasonable attorney’s fees), to the extent such liabilities, loss, damage, or expenses are based upon a claim that Services or Products infringe upon the rights of third parties, including any trademark, copyright, or patent right.

8. **Limits of Liability:** DataBank shall have no liability for the loss, damage or destruction of documents or data received from CUSTOMER, except to the extent caused by the gross negligence of, intentional misconduct of, or breach of this AGREEMENT by DataBank. **IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, LOSS OF PROFITS, BUSINESS INTERRUPTION, COST OF COVER OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING UNDER THIS AGREEMENT.** Each party’s liability hereunder shall be limited to its direct damages up to the amount of the fees paid by End User to DataBank hereunder.

9. **Confidentiality:** Each party (the “Recipient”) acknowledges that it has or may be exposed to confidential and proprietary information of the other party (the “Disclosing Party”). For purposes of this AGREEMENT, “Confidential Information” shall mean any confidential or proprietary information of a Disclosing Party that is marked or otherwise designated in writing as confidential. Confidential Information may include, without limitation, trade secrets, technical information, business and product information, and information regarding, third-party suppliers and End User. Confidential Information shall not include (i) information already known or independently developed by the Recipient without reference to the Disclosing Party’s Confidential Information; (ii) information in the public domain through no wrongful act of the Recipient; (iii) information received by the Recipient from a third party who was free to disclose it without obligation to the Disclosing Party or any third party; or (iv) information disclosed by the Recipient as required by law, provided that the Recipient provides the Disclosing Party with prior notice in sufficient time before disclosure, so that a reasonable protective order may be sought. Except as expressly authorized by the Disclosing Party, the Recipient shall not disclose the Disclosing Party Confidential Information to any person or entity, except to the Recipient’s employees or agents having a “need to know”, and shall not use the Disclosing Party’s Confidential Information for purposes other than performing this
AGREEMENT. The Recipient and its personnel shall use at least the same degree of care in safeguarding the Disclosing Party’s Confidential Information as the Recipient uses in safeguarding its own confidential information, but in no event less than a reasonable degree of care. The provisions of this Section shall survive the termination or expiration of this AGREEMENT.

10. Notices: Written notices under this AGREEMENT may be given by personal delivery, by registered or certified mail, postage prepaid, return receipt requested, or by commercial carrier requesting overnight delivery. Notices shall be deemed communicated upon receipt. Notices to End User shall be delivered to:

Coronado County, Information Technology
Company Name

110 E. Cherry Ave
Address

Flagstaff, AZ 86001
City, State ZIP

Richard Eaton
Attention

Notices to DataBank shall be delivered to:
DataBank
620 Freedom Business Center Suite 120
King of Prussia, PA 19406,
Attention: Contract Compliance Administrator

11. Assignment: This AGREEMENT may not be assigned by either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, End User may assign this AGREEMENT in whole to an affiliate, or in connection with the transfer or sale of all or substantially all of its business or business unit to which this AGREEMENT pertains, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all obligations of its assignor under this AGREEMENT.

12. Arbitration: Any controversy or claim arising out of this AGREEMENT, or alleged breach thereof, shall be settled by binding arbitration by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction.

13. No Waiver: All rights and remedies conferred under this AGREEMENT or by any other instrument or law shall be cumulative, and may be exercised singularly or concurrently. Failure by either party to enforce any provision of this AGREEMENT shall not be deemed a waiver of future enforcement of that or any other provision of this AGREEMENT.

14. Attorney's Fees: If any action is brought to enforce or interpret the terms of this AGREEMENT, whether in court or other tribunal, in each case having jurisdiction, the prevailing party shall be entitled to an award of reasonable attorney’s fees and costs in addition to any other relief granted.
15. **Governing Law:** This AGREEMENT and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Arizona (and not the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction.

16. **Parties Relationship:** Nothing in this AGREEMENT shall be construed as creating any joint venture, partnership or agency relationship between the parties for any purpose whatsoever or as constituting either party as the legal representative, employee or agent of the other.

17. **Successors and Assigns:** This AGREEMENT shall be binding on and inure to the benefit of the parties, their successors, and permitted assigns.

18. **Severability:** If a court or other tribunal, in each case having jurisdiction, holds any provision of this AGREEMENT to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions shall not be affected.

19. **Counterparts:** This AGREEMENT may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. **Change in Scope:** End User hereby acknowledges that the rates and charges for the Services within a Statement of Work are based upon, among other factors, the Assumptions set forth on such Statement of Work. DataBank, therefore, reserves the right to change its rates and charges to End User under any given Statement of Work if the Assumptions are materially different than the circumstances presented by End User. In the event End User requests any change in the Services after execution of any given Statement of Work, the parties may agree to modify the Statement of Work to reflect such changes. If the changes impact labor, materials, time or other direct or indirect costs, then new prices will be mutually determined by DataBank and End User. The parties agree that DataBank shall not be required to perform any additional or modified Services until such time as the parties shall have executed and delivered to the other written amendments to the Statement of Work (including its pricing schedule and payment terms) to reflect such additional or modified Services.

21. **Warranties:** DataBank warrants to End User that: (i) all Services provided hereunder shall be performed in a competent, timely and workmanlike manner and consistent with generally accepted industry standards, and each of DataBank’s employees, independent contractors or agents assigned to perform the Services shall have the training, background and skills reasonably commensurate with the level of performance required under this AGREEMENT; and (ii) all Products provided by DataBank hereunder will be free from material defects and perform substantially in accordance with their documentation, and DataBank shall promptly correct any Product errors or malfunctions at no charge to End User, and if DataBank is unable to correct such errors or malfunctions, then it shall reimburse End User the amounts paid for such Product. Except for the foregoing, DataBank makes no warranties, including warranties of fitness or merchantability.

22. **Survival:** The terms and provisions of this AGREEMENT that, are intended to
survive the completion or termination of this AGREEMENT shall so survive the completion of performance and termination of this AGREEMENT.

23. **Publicity:** Neither party shall publish any advertising, marketing, sales promotion nor other publicity matter relating to products furnished or services performed or contemplated by this AGREEMENT wherein the other party, its affiliates, or the names of their respective End Users or personnel, are mentioned, without such other party's prior written approval.

24. **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 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.

B. The Independent Contractor will name the County, its agents, officials and employees as additional insureds, except for professional liability insurance and and workers compensation, if any, and will specify that the 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.

25. 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.

26. Entire Agreement: This AGREEMENT, including any executed Statements of Work, constitutes the entire AGREEMENT between End User and DataBank regarding its subject matter and may be amended only by a writing executed by both parties. This AGREEMENT supersedes all agreements, proposals, oral or written, and other communications between the parties relating to the subject matter of this AGREEMENT. No amendment or modification to this AGREEMENT and no waiver of any provision shall be valid unless in writing and signed by both parties. If either party issues a purchase order, invoice, sales acknowledgement, memorandum or other instrument hereunder, such instrument shall be for such party's internal purposes only, and any and all terms and conditions contained therein, whether printed or written, shall not vary, modify or add to the terms and conditions of this AGREEMENT.

27. Attachments: The following documents are attached hereto as Exhibits, and are incorporated by reference in their entirety:
Additional Statements of Work and documents such as Change Orders and/or Evidentiary Attachments to the Statements of Work for additional Document Conversion and/or Scanning Services, etc. may be subsequently attached to this AGREEMENT when duly executed and approved by both parties.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective, duly authorized representatives, as of the Effective Date.
Lena Fowler, Chair
Date:

Approved as to form:

Rose Winkeler, Deputy County Attorney

Attest:

Lindsay Daley, Clerk of the Board
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFER 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 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
IRONWOOD INSURANCE SERVICES, LLC
4401 Northside Parkway
STE 800
Atlanta, GA 30327

INSURED
DataBank Acquisition Corporation
620 Freedom Business Center
Suite 120
King of Prussia, PA 19406

COVERAGES

CERTIFICATE NUMBER: 18-19

POLICY NUMBER: 6014411148

POLICY EFF: 9/12/2018
POLICY EXP: 9/12/2019

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

EXCEPTIONS

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
Laura Newton/DAPHWI

Coconino County is an additional insured on the General Liability and Automobile Liability policies with respect to the liability resulting from the operations of the Named Insured as required by written contract. Waiver of Subrogation is in place in favor of Coconino County for General Liability, Automobile Liability, and Workers Compensation as required by written contract.

© 1988-2014 ACORD CORPORATION. All rights reserved.
Full Named Insured List:

DataBank Holdings, LLC
DataBank IMX, LLC
DataBank Acquisition Corporation
DataBank, Inc.
Information Access Systems, Inc.
Cutting Edge Solutions, Inc.
OSAM Document Solutions, Inc.
OSAM Acquisition, Inc.
IAS Holdings, LLC
eArchives, Inc.
eDocument Resources, LLC
Imaging Solutions, Inc.
Cogniserv, LLC
Advanced Data Systems, Inc.
Advanced Data Systems of Jacksonville, Inc.
Advanced Data Systems of Orlando, Inc.
Griffith, Inc. t/a Alpha Systems
DATE: August 1, 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 of the Second Amendment of an On-Call Agreement with Dennis L. Lopez & Associates LLC and the County to provide professional appraisal services, not to exceed $60,000 for a one year period.

RECOMMENDED MOTION:

Approve the Second Amendment of an On-Call Agreement with Dennis L. Lopez & Associates LLC and the County to provide professional appraisal services, not to exceed $60,000 for a one year period.

BACKGROUND:

An Independent Contractor is needed to prepare appraisals and support of projects for the County. A scope of work shall be presented to the County based on the Agreement and circumstances which are unique to each project.

This firm was selected based on the State of Arizona Contract No. ADSPO14-052966. The firm has a good reputation for performing quality work for governmental agencies in Arizona, including Coconino County since 2012.

On July 6, 2017 the Board approved the original Agreement for a one year period. On June 26, 2018 the Board approved the First Amendment of the Agreement. The purpose of this submittal is to consider approval of the Second Amendment of the Agreement with Dennis L. Lopez & Associates LLC to provide services for a one-year period beginning August 1, 2019.

ALTERNATIVES:

The following options are available to the Board:

• Approve this request.
• Reject the request and suggest an alternative solution including solicitation of new proposals.
FISCAL IMPACT:

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

ATTACHMENTS:

1 – Staff Report
2 – Contract
3 - COI
This SECOND AMENDMENT (hereinafter this “Amendment”) is made this ___
day of __________, 2019.

BETWEEN

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

AND

DENNIS L. LOPEZ & ASSOCIATES, LLC., an Arizona limited liability company,
located at 8631 South Priest Drive, Suite 103, Tempe, Arizona 85284,
(hereinafter the “Independent Contractor”)

WHEREAS:

A. The County and the Independent Contractor entered into an agreement
commencing the 1st day of August 2017, for the Independent Contractor to
provide on-call professional appraisal services (hereinafter the
“Agreement”); and

B. The Agreement provided for an initial one-year term with four additional
one-year renewals; and

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

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

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

1. The Agreement is renewed for the period from 1st day of August 2019
through the 31st day of July 2020.

2. Attachment “A” of the First Amendment is deleted and Attachment “A”
hereto, which reflects a 1.8% increase in the Consumer Price Index for All
Urban Consumers (CPI-U), is substituted in its place for the term of this
amendment.

3. Terms and conditions in the Original Agreement and First Amendment
that are unchanged by this Second Amendment will remain in full force
and effect.
IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date hereinbefore indicated.

COCOCONINO COUNTY
BOARD OF SUPERVISORS

Lena Fowler,
Chair

ATTEST:

Lindsay Daley,
Clerk of the Board

APPROVED AS TO FORM:

Rose Winkeler,
Deputy County Attorney

DENNIS L. LOPEZ & ASSOCIATES, LLC

Dennis L. Lopez
Managing Member

STATE OF ARIZONA

County of Maricopa

SUBSCRIBED and sworn to before me by Dennis L. Lopez as Managing Member of Dennis L. Lopez & Associates, LLC, on this 8th day of July, 2019.

Marilyn Velasquez
Notary Public

Maricopa County
Commission # 555041
My Comm. Expires Jul 27, 2022
June 28, 2019

Ms. Christine Whelan
Administrative Manager
Coconino County Public Works Department
5600 East Commerce Avenue
Flagstaff, Arizona 86004

Re: Contract Expiration and Renewal

Dear Ms. Whelan:

Thank you for allowing Dennis L. Lopez & Associates, LLC, and I to be your real estate appraisal, appraisal review and expert appraisal witness contractor. I wish to renew my contract for another year. My hourly rate has been $256.00. I will accept your offer for an CPI-U increase of 1.8%. As such, my hourly rate will increase from $256.00 to $260.60. I look forward to working with you and Coconino County again.

Respectfully submitted,

Dennis L. Lopez, MAI, SRA
Certified General Real Estate Appraiser - State of Arizona
Certification No. 30189

DLL:dl1
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
R. P. Ryan Insurance, Inc.
www.rpryan.com info@rpryan.com
18501 N. 40th St., Suite 102
Phoenix, AZ 85032
Matthew Zink

INSURED
Dennis Lopez & Associates, LLC
8531 S Priest Drive Ste 103
Tempe, AZ 85284

CONTACT NAME: Matthew Zink
PHONE: 602-992-9700
FAX: 602-992-7480
E-MAIL: mzink@rpryan.com
INSURER’S AFFORDING COVERAGE: NAIC #

0496

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coconino County and Coconino County Flood Control District, its agents, officials, employees and volunteers are named as additional insured. Waiver of Subrogation applies for Coconino County and Coconino County Flood District

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
Matthew Zink

© 1988-2014 ACORD CORPORATION. All rights reserved.
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Jim Driscoll, Coconino County Sheriff

SUBJECT: Consideration and possible action regarding approval of an Intergovernmental Agreement (IGA) with multiple public agencies for the creation and participation in the Arizona Child Abduction Response Team (CART).

RECOMMENDED MOTION:

Approve an Intergovernmental Agreement (IGA) with multiple public agencies for the creation and participation in the Arizona Child Abduction Response Team (CART).

BACKGROUND:

The Child Abduction Response Team (CART) program is a multi-disciplinary approach to responding to a missing or abducted child incident. Team composition is critical to a CART’s implementation and long-term success. Commitment from the Chief Executive Officer(s) CEO(s) is required before a team will be reviewed and accepted for placement in CART training. Each jurisdiction is different in its approach to responding to missing and abducted children; some jurisdictions have more resources than others. Forming a coalition as part of a Department of Justice (DOJ) component of the Amber Alert Program will provide valuable resources. The CART program is an organized, rapid, and planned response to an abducted child or other missing child incident. When time is a critical element of success, and success means the safe rescue of a child, the CART could make a difference in the outcome of the investigation.

CART is an approach to conducting child abduction investigations that can save precious time in the first few hours following the incident. Because team organization and planning activities have occurred prior to an incident, CART can bring a tool box full of resources ready to deploy to any location. This includes pre-identified assets, prearranged multi-agency commitments, pre-established criteria and protocols and pre-trained resources.

In 2013 the Board of Supervisors approved an IGA with agencies within Northern Arizona to create a Coconino Region CART program. This new IGA links those agencies with agencies across Arizona to form a united team. The state-wide partnership is critical to the successful recovery of a missing or abducted child.
All agencies attend training in the areas of Basic Forensic Response, Canvassing and Search Strategies, Investigative Strategies, CART team training, Specialized Investigative Techniques, and Leadership.

With a CART response, properly trained and exercised team members bring not only their expertise, but organization and coordination skills, as well as team continuity to the situation. CART members provide ready access to any needed equipment such as mobile command posts, all-terrain vehicles, search dogs, communications equipment, computers, or any other specialty equipment that may be needed to safely rescue a child. Because of the pre-established planning, teams are accessible and able to immediately assemble as many or as few assets as required by the specific situation. Those agencies with limited resources will benefit significantly from the program.

In the case of any missing or abducted child, time is a critical factor to a successful resolution. The ability to bring together a “working team,” specifically trained under one program so protocols remain consistent across agencies, is expected to provide the best opportunity for the safe return of the child.

ALTERNATIVES:

The alternative is to not enter into the agreement and continue the current process.

FISCAL IMPACT:

There is no fiscal impact with this agreement. Each agency funds their activities. If grant funds are obtained for this program, some or all expenses may be reimbursed to the Parties incurring such costs.

ATTACHMENTS:

1 - Staff Report
2 - CART IGA
INTERGOVERNMENTAL AGREEMENT
FOR THE CREATION AND PARTICIPATION IN THE ARIZONACHILD
ABDUCTION RESPONSE TEAM

This Agreement is entered into pursuant to A.R.S. §§11-951 et seq., and A.R.S. §13-3872 among the City of Apache Junction, the City of Avondale, the City of Casa Grande, the City of Chandler, Child Help, the Cochise County Sheriff’s Office, the Department of Child Safety/OCWI, the Department of Public Safety, the City of El Mirage, the Federal Bureau of Investigation, the City of Florence, The Gila River Reservation, the Gilbert Fire Department, the Town of Gilbert, the City of Glendale, the City of Goodyear, the City of Marana, the Town of Maricopa, the Maricopa County Attorney’s Office, the Maricopa County Sheriff’s Office, the City of Mesa, the Town of Nogales, the Town of Oro Valley, the Town of Paradise Valley, the City of Peoria, the City of Phoenix, the Pima County Sheriff’s Office, the Pinal County Sheriff’s Office, the Town of Sahuarita, the City of Scottsdale, the City of Sierra Vista, the City of Surprise, the City of Tempe, the City of Tolleson, the City of Tucson, the U.S. Marshal’s and the Town of Wickenburg. The aforementioned agencies shall herein after be known collectively as the Arizona Child Abduction Response Team agencies (CART) and any other public agencies, as that term is defined in A.R.S. § 11-951, which after invitation by the CART chiefs, comply with the provisions of A.R.S. §§11-951 et seq. and files an authorizing document with the County Recorder in the County in which the agency is located in that references this Agreement. A public agency shall become a Party to this Agreement as of the date that agency files with the appropriate County Recorder, notwithstanding that A.R.S. §§11-951 et seq., no longer requires such recording. Each CART agency shall provide a copy of its fully executed agreement to every other member agency. In addition to the above, all members to this Agreement may also be collectively known as or referred to as the Parties.

I. PURPOSE

The purpose of this Agreement is to create an Arizona Child Abduction Response Team (CART). The primary goal of the Arizona Child Abduction Response Team is to provide a pool of specialized investigators which are available to focus dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to cases involving abducted children. CART agencies may request and render law enforcement assistance from other CART agencies in dealing with serious violations of law including, but not limited to, the investigation, arrest and prosecution of those involved in criminal child kidnapping, abduction, false imprisonment and similar or related violations (utilizing state and federal law and prosecutions, as appropriate), the rescue of the abducted child or children and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate).

Additionally, the location of each Party’s jurisdiction in relation to each other makes it advantageous to enter this particular Agreement in order to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity such at that described above.
II. AUTHORITY

A. The Parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. §§11-951 et seq., A.R.S. §13-3872 and the respective provisions of their City Charters, Tribal Constitution or other governing statute or authority.

If any Native American tribe that is a party to this Agreement request CART assistance, all assisting CART team members shall be granted tribal peace officer authority for the duration of the CART activation within the applicable tribal jurisdiction.

III. ACTIVATION, PROCEDURES AND RESOURCES

A. Any Party to the Agreement may request activation of CART. It shall be the responsibility of the Party requesting activation to contact assigned team leaders via the law enforcement communications center of each Party.

B. The Party that has jurisdiction over the incident or investigation will remain as the lead agency during the duration of a particular CART activation with support from CART agencies.

C. Two CART Team Leaders will be selected by the CART Team members subject to final approval of chief law enforcement officers (chiefs) of the CART agencies on a rotating basis for a term of at least one year, which shall correspond with the effective date of the Agreement. In the event that a Team Leader is unable to complete his or her term due to resignation from his or her agency or for any other reason, the CART members shall name a replacement shall appoint a replacement subject to final approval of the chiefs.

D. The CART Team Leaders or designees will be responsible for coordinating on-going training, meetings or other necessary supporting functions in support of the operational effectiveness of CART. Team Leaders shall be responsible for mediating any jurisdictional disputes between the Parties during a CART activation. In the event such mediation fails, the issue shall be brought to the attention of the CART Chiefs for appropriate resolution.

E. Each Party shall to the best of its ability make at least one sworn law enforcement officer available along with supporting equipment such as vehicles in support of any CART activation. Each Party shall designate a primary CART member to participate in activations, meetings, trainings, etc. Each Party shall immediately inform other CART agencies when such designations change. In the event a primary CART member is not available or as the situation dictates, a CART agency may provide officers not normally designated as CART members in support of a CART activation.

F. Each Party shall have the sole discretion to determine how many or how long any of its personnel or resources shall be assigned in support of a CART activation.
IV. COSTS AND ANY REIMBURSEMENT

The Parties will be responsible for any and all associated costs accrued in implementing this Agreement that are incurred by their respective agencies to include but are not limited to employee salary, shift differential pay, overtime compensation, benefits, vehicles, equipment, etc. If any Party receives grant funds designated for the Arizona Child Abduction Response Team, some or all of these expenses may be reimbursed to the Parties. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this Agreement.

V. NONDISCRIMINATION

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act; provided however, an Indian Community is subject to 25 U.S.C. § 450e(c). No Party shall engage in any form of illegal discrimination.

VI. INDEMNIFICATION

To the extent permitted by law, each Party does hereby covenant and agree to indemnify, defend, and hold harmless the other Party, their elected officials, appointees, officers, employees, contractees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which, are the result of any act or omission of the Party, its officers, employees, contractees, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement. Failure of a Party to comply with the terms of this Agreement shall not provide the basis of any third-party action against any of the Parties.

VII. GOVERNING LAW

The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court unless the subject matter of the dispute involves an Indian Community, then venue shall be in the Federal District Court for the State of Arizona. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney fees, expert witness fees and other costs of litigation.

VIII. DURATION AND CANCELLATION OF AGREEMENT
A. This Agreement shall become effective upon execution by the Parties hereto and filing with the appropriate County Recorder and shall remain in effect until July 1, 2020, unless otherwise terminated by the terms of this Agreement or operation of law. Failure by one or more Parties to execute the Agreement shall not invalidate the Agreement as to those Parties who did so. Any Party may withdraw from this Agreement with or without cause by giving thirty calendar days written notice to the other Parties to the Agreement.

B. This Agreement may be administratively extended by each Party at the direction of the chief law enforcement officer for each Party on or before the Termination date for a period of an additional five years by notifying the other Parties in writing. Any Party which fails to do so by the termination date listed above shall no longer be a Party to the Agreement.

IX. CANCELLATION PROVISIONS PURSUANT TO A.R.S §38-511

The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.

X. MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every Party nor a signature line shall be required in each counterpart except that on a counterpart being brought forward by a Party to its legislative body or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that Party’s practice. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

XI. WORKER’S COMPENSATION

Pursuant to A.R.S. §23-1022(D), for the purposes of worker’s compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The parent agency shall be solely liable for payment of worker’s compensation benefits.

XII. OTHER PROVISIONS

A. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

B. This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not
constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.

C. This Agreement shall be recorded with the appropriate County Recorder as described above upon its execution and a copy shall be forwarded to each Party.

D. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

E. Nothing within this Agreement shall be construed to limit the ability of participating Arizona Child Abduction Response Team members to provide or as otherwise allowed for by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

XIII. COMPLIANCE WITH E-VERIFY PROGRAM

A. To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

B. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

C. All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

D. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

E. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

F. The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

XIV. NOTICES
Any notice required to be given under this Agreement will be provided to all Parties to this Agreement. The CART leaders shall compile a list of each Party’s address, phone number and contact person and distribute said list to each member to this Agreement.

IN WITNESS WHEREOF, the Party named below has executed this Agreement on ________.

COCONINO COUNTY

By: ______________________________
LEN A FOWLER
Chairwoman, Board of Supervisors

ATTEST:

_________________________
LINDSAY DALEY
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

_________________________
ROSE WINKELER
Deputy County Attorney

Reviewed By: ______________________________
JIM DRISCO L, Sheriff
INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

COCONINO COUNTY

By: ____________________________
    ROSE WINKELER
    Deputy County Attorney

Date: ____________________________
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Jim Driscoll, Coconino County Sheriff

SUBJECT: Consideration and possible action regarding approval of an Intergovernmental Agreement (IGA) with the Phoenix Police Department / Arizona Internet Crimes Against Children (PPD/ICAC) Task Force to work with the task force affiliates to support and advance the goals of Project Safe Childhood, a Department of Justice (DOJ) initiative.

RECOMMENDED MOTION:

Approve an Intergovernmental Agreement (IGA) with the Phoenix Police Department / Arizona Internet Crimes Against Children (PPD/ICAC) Task Force to work with the task force affiliates to support and advance the goals of Project Safe Childhood, a DOJ initiative, from approval through two years with automatic renewal.

BACKGROUND:

The Phoenix Police Department / Arizona Internet Crimes Against Children Task Force is the recipient of a United States Department of Justice grant to enforce laws regarding Internet Crimes Against Children (ICAC) and utilizes this grant for the purpose of administering and operating an ICAC Task Force in Arizona.

The Coconino County Sheriff’s Office has been an active participant of the ICAC Task Force for over a decade. Affiliates of this task force work together to assist the task force in its efforts to investigate, prosecute, and deter the possession, production, and the distribution of unlawful images depicting the sexual exploitation of minors and the utilization of the internet to seek children as sexual victims.

Participants focus on presenting evidence of criminal activity to prosecutors which then leads to the successful prosecution of individuals who have committed coercion/enticement or unlawful image offenses.
ALTERNATIVES:

The alternative to working with the task force would be to investigate these cases independently, which could decrease the cases prosecuted within Coconino County.

FISCAL IMPACT:

There is no cost to this IGA and working with affiliates of the task force. The Sheriff’s Office is responsible for investigating cases within our jurisdiction. Sharing information through this task force enhances all agency’s investigative ability. Each year, Phoenix Police Department provides grant funding opportunities for training and equipment needed for these types of investigations. The Sheriff’s Office applies for and has received funding.

ATTACHMENTS:

1 – Staff Report
2 - ICAC IGA
THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is entered into between the City of Phoenix, Arizona, through the Phoenix Police Department (“PPD” or “Primary Grantee”), and the Coconino County, Arizona through the Coconino County Sheriff’s office (“Affiliate”).

I. RECITALS

1.1 Whereas public agencies are authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952. The City of Phoenix is also authorized and empowered pursuant to Chapter 2, Section 2 (i), of the Charter of the City of Phoenix.

1.2 Whereas the Phoenix Police Department / Arizona Internet Crimes Against Children Task Force (“ICAC Task Force”), is the recipient of a United States Department of Justice (“DOJ”), Office of Justice Program (“OJP”), Office of Juvenile Justice and Delinquency Prevention (“OJJDP”) grant to enforce laws regarding Internet Crimes Against Children (“ICAC”), and utilizes this grant for the purpose of administering and operating an ICAC Task Force in Arizona. PPD is the primary grantee for the ICAC Task Force. Agencies affiliated through this Interagency Governmental Agreement (“IGA”) are known as an “Affiliate” agency. Any agency entering into this IGA becomes an affiliate of the ICAC Task Force.

1.3 Whereas the PPD / ICAC Task Force agrees to work with the affiliates to support and advance the goals of Project Safe Childhood, a DOJ initiative. Phoenix PD / ICAC Task Force may be able to provide financial assistance.
1.4 Whereas OJJDP administers the ICAC Task Force Program, which is a national network of state and local law enforcement investigative units. The national ICAC program assists state and local law enforcement agencies in the development of an effective response to cases involving images depicting the sexual exploitation of minors and the sexual assault and abuse of children facilitated by technology. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency approach to investigating and prosecuting ICAC cases. ICAC’s goals are to increase the investigations and prosecutions of Internet crimes against children offenses, and to increase public awareness and prevention of ICAC offenses.

1.5 Whereas the national policy objectives for ICACs are to:

(1) Increase the investigative capabilities, including effectiveness and efficiency, of law enforcement officers in the detection, investigation of qualifying offenses and the apprehension of offenders;
(2) Increase the number of ICAC-qualifying (state and federal) offenses being prosecuted;
(3) Create a multi-agency task force response to ICAC offenses;
(4) Enhance the nationwide response to ICAC offenses; and
(5) Develop and deliver ICAC public awareness and prevention programs.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree to the following terms and conditions:

II. PURPOSE

2.1 The purpose of this IGA is to memorialize parties’ agreement to work together to assist the ICAC Task Force in its efforts to investigate, prosecute, and deter the possession, production, and distribution of unlawful images depicting the sexual exploitation of minors and the utilization of the Internet to seek children as sexual victims.

2.2 Additionally, this IGA defines the responsibilities of the affiliate agency with the ICAC Task Force.

III. RESPONSIBILITIES

3.1 Affiliated ICAC Task Forces may include investigators, supervisors or prosecutors from various local state, and federal law enforcement agencies who provide assistance subject to availability.

3.2 Affiliated ICAC Task Forces should identify and investigate individuals who exploit children for sexual purposes through the use of technology and/or who obtain, distribute, and/or produce child pornography.
3.3 Affiliated ICAC Task Forces should be focused on presenting evidence of criminal activity to prosecutors which then leads to the successful prosecution of individuals who have committed coercion/enticement or unlawful image offenses.

3.4 Affiliated ICAC Task Forces may, subject to availability, sponsor community education efforts regarding the prevention of Internet crimes against children and provide ICAC training to other state and local law enforcement officials.

3.5 Affiliated ICAC Task Forces may, subject to availability:

(1) Conduct undercover ICAC investigations; and
(2) Conduct reactive investigations for which venue lies within the agency’s Jurisdiction(s), including investigations of unlawful images depicting the sexual exploitation of minors, CYBERTIP referrals from the National Center of Missing and Exploited Children (NCMEC), Internet Service Provider and law enforcement referrals, other ICAC-related investigations and other sources.

3.6 The Affiliated ICAC Task Force will ensure that:

(1) Only sworn law enforcement personnel will conduct undercover ICAC investigations;
(2) Sworn law enforcement personnel may be assisted by civilian personnel who have completed ICAC training.
(2) Each investigator involved with undercover operations has received ICAC training prior to initiating proactive investigations; and
(3) ICAC investigations shall also be governed by the national ICAC program’s Operational and Investigative Standards (attached).

3.7 Where investigations reveal that the safety of a child is at risk, it is of paramount importance that the safety and well-being of the child clearly outweigh any consideration being given to the continued investigation.

3.8 ICAC Task Forces have a substantial number of matters to investigate which requires prioritization of these matters. The affiliate agency agrees to use the guidelines in the ICAC Investigative Standards to prioritize cases.

3.9 An additional secondary role of the affiliate agency is to educate, as time and resources permit, both children and parents regarding online dangers, and empower them with information so they may visit the Internet in safety. Task force personnel may conduct education and prevention programs to foster awareness and provide practical, relevant guidance to the community about Internet child safety issues.
IV. DURATION AND TERMINATION

4.1 This IGA shall become effective upon the date of the last signature of the executing parties. This IGA will remain in effect for two (2) years after the agreement becomes effective, and shall automatically renew itself for two (2) year periods not exceed three renewals, unless the agreement is terminated in writing by either party upon thirty day notice.

4.2 Violation of the ICAC operational standards is cause for cancellation of affiliate agency’s affiliation with OJJDP.

V. GENERAL PROVISIONS

5.1 Conflict of Interest. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

5.2 Immigration law compliance and warranty. As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination. A party shall not be deemed in material breach if it and/or its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and/or its subcontractor engaged in performance of this Agreement to ensure that the other party and/or its subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

5.3 Indemnification. To the extent permitted by law, each party will indemnify and save the other party harmless, including any of the parties’ departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the indemnifying party of any of the provisions of this Agreement.

Each party, in all instances, shall be indemnified against all liability, losses and damages of any nature for or on account of any injuries or death of persons or
damages to or destruction of property arising out of or in any way connected with the performance or non-performance of this Agreement by the other party, except such injury or damage as shall have been occasioned by the negligence of that other party. The damages incurred by the other party, their department, agencies, officers, employees, elected officers or agents shall include in the event of any action, court costs, expenses for litigation and reasonable attorneys’ fees.

The parties are responsible and liable for the acts and omissions of their own officers, agents or employees in connection with the performance of their official duties under this IGA.

This agreement does not relieve either agency of its official duties and shall not be construed as limiting or expanding the statutory responsibilities of the parties.

5.4 Binding effect. All terms, provisions and conditions hereof shall be binding upon and inure to the benefit of all parties hereto and their respective heirs, personal representatives, successors and assigns.

5.5 Severability. In the event any term or provision of this Agreement is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and the Agreement shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.

5.6 Governing law. This Agreement will be governed by the laws of the State of Arizona, both as to interpretation and performance.

5.7 Modification. This Agreement may be modified only by mutual written agreement of the parties.

VI. SPECIAL PROVISIONS

6.1 Goals for cases prosecuted. Various County Attorneys’ Offices throughout the State of Arizona have successfully prosecuted many cases investigated by the ICAC Task Force and its’ affiliated agencies. Cases investigated by the ICAC Task Force may be prosecuted in Federal or State Court.

The affiliated agency agrees that the criteria for determining whether to prosecute a particular violation in state or federal court will be determined based upon the forum in which the greatest overall benefit to the public will be achieved. The parties agree that the greatest overall benefit to the public and victims will be achieved in the forum in which the purposes of punishment will be accomplished to the greatest possible extent. The parties agree that the sentences in ICAC cases should, to the greatest possible extent:

(1) Reflect the seriousness of the offense;
(2) Promote respect for the law;
(3) Provide just punishment for the offense;
(4) Afford adequate deterrence to criminal conduct;
(5) Protect the public from further crimes of the defendant; and
(6) To provide the defendant with needed educational or vocational
    training, medical care, or other correctional treatment in the most
effective manner.

Given these goals and the research regarding the typical hands-on offense
histories of those convicted as on-line predators and child pornography
offenders, incarceration is a desired outcome in ICAC cases.

6.2 Reporting statistics. The affiliated agency will provide monthly reports to
the Phoenix PD / ICAC Task Force on the prescribed form.

6.3 Training. The affiliated agency may make investigators available for
applicable specialized training provided through the national ICAC program and
other appropriate training programs.

6.4 Media. Media outreach on cases should be coordinated with the
prosecutor to whom the case has been or will be referred in order to ensure
compliance with applicable bar rules. All lawful efforts will be made to protect
ongoing undercover operations from media publication. Member agencies will
refrain from unnecessarily releasing ongoing investigative techniques and
ongoing undercover identities including screen names, age, or sex of undercover
personas unless authorized and mandated by public record law or when the
information is revealed pursuant to lawful discovery or at trial.

6.5 Confidentiality. It is understood that any confidential information pertaining
to investigations of ICAC will be held in the strictest confidence, and will only be
shared with participating ICAC Task Force members or other law enforcement
agencies where necessary or as otherwise permitted by federal and/or state law.

6.6 Text messaging while driving. Pursuant to Executive Order 13513,
51225 (October 1, 2009), the Department encourages recipients and sub
recipients to adopt and enforce policies banning employees from text messaging
while driving any vehicle during the course of performing work funded by this
grant, and to establish workplace safety policies and conduct education,
awareness, and other outreach to decrease crashes caused by distracted
drivers.

6.7 Equipment. Equipment bought on a sub-grant application will remain the
property of the affiliate agency and is being loaned to the affiliate agency for use
in Internet crimes against children investigations. The equipment must be made
available by the affiliate agency for inspection by the AZ ICAC, the Department of
Justice, or a representative of the ICAC Board of Director’s anytime requested.
The equipment must be maintained in accordance with the equipment inventory policies of the affiliate agency. The future disposition of the equipment will be tracked by the AZ ICAC detail in the event that there is an audit of our purchases by the Department of Justice.

If at some future time the equipment is not serviceable or no longer useful to the affiliate agency, it is requested that the affiliate agency dispose of the items in a manner consistent with official policies and/or Federal laws concerning the proper disposition of government property.

6.8 Data protection. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to affiliate agencies in connection with this agreement is to be kept confidential. Except as specifically provided in this Agreement, the affiliate agencies shall not disclose data generated in the performance of the service to any third person without the prior written consent of all affiliate agencies, unless required by law.

Personal identifying information, financial account information, or restricted information, whether electronic format or hard copy must be secured and protected at all times to avoid unauthorized access. At a minimum, affiliate agencies must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

Unless contrary to law, which includes Arizona State Records Retention statutes, when personal identifying information, financial account information, or restricted information, regardless of its format, is no longer necessary, the information must be redacted, destroyed, or secured through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

In the event that data collected or obtained by the affiliate agencies or the primary grantee agency in connection with this agreement is believed to have been compromised due to any alleged act, omission, professional error, fault, mistake or negligence of any agency participating in this agreement, or its elected officials, officers, employees, or volunteers, the source entity of the data privacy or security breach of confidential or private information shall notify all other affected agencies in writing within ten (10) business days and the source entity of the data privacy or security breach shall indemnify the other agencies to this agreement whose data is compromised as a result of this event and related acts for all costs associated including the costs of; professional external Information Technology services to contain and or terminate the security failure or privacy event, professional external Information Technology services 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 an agency as a result of the breach including State, Federal, PCI, and, and shall fully indemnify the other agencies participating in this agreement for any third party claims resulting from the data privacy or security breach on account of loss of or damage to any property or for injuries to or death of any person.

Each entity participating in this agreement shall carry cyber liability with a minimum of at least 5 million loss limit and a retroactive date which precedes or begins no later than the effective date of this agreement. Each entity participating in this agreement shall also carry sufficient insurance to cover for law enforcement liability in the amount of at least 5 Million occurrence, and 5 million aggregate limits or a total of 5 million loss limit and a retroactive date which precedes or begins no later than the effective date of this agreement if insured on a claims made basis, and shall also carry sufficient insurance to cover for automobile liability with insurance no less than 5 million coverage single limit.

Each entity participating in this agreement shall have regular employee cyber security training at least annually to educate employees on cyber security dangers, and guard against data privacy and security breaches.

Affiliate agencies agree that the requirements of this section shall be incorporated into all relevant subcontractor/subconsultant agreements entered into by the affiliate agencies. A violation of this section may result in immediate termination of the Agreement.

The obligations of affiliate agencies under this section shall survive the termination of this agreement.

6.9 Consistency. No local agreement can be inconsistent with any provision herein or impair achievement of any provision herein.

IN WITNESS WHEREOF, the parties enter into this Agreement:

City of Phoenix, Arizona

Coconino County, Arizona,
An Arizona Municipal Corporation
(Primary Grantee)

Jeri L. Williams  Date
Police Chief
Phoenix Police Department

Jim Driscoll  Date
Sheriff
Coconino County Sheriff's Office

Lena Fowler, Chair
Coconino County

ATTEST:

City Clerk

County Clerk

APPROVED AS TO FORM:

Acting City Attorney

Deputy County Attorney
INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. § 11-952 (D), each of the undersigned attorneys Acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

City of Phoenix (Primary Grantee)               Coconino County (Affiliate)

__________________________________________  __________________________
Signature                                      Signature

__________________________________________  __________________________
Sandra Hunter, Asst. Chief Counsel             Deputy County Attorney

__________________________________________  __________________________
Date                                           Date
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Jim Driscoll, Coconino County Sheriff

SUBJECT: Consideration and possible action regarding an approval to donate and transfer ownership of the Sheriff’s Office 1999 Ford Crown Victoria (equipment number 15947) to the Town of Tusayan, AZ at no cost.

RECOMMENDED MOTION:

Staff recommends the Board of Supervisors approve the donation of a 1999 Ford Crown Victoria, equipment number 15947 with Tusayan Town markings to the Town of Tusayan, AZ at no cost.

BACKGROUND:

In 2010, the Coconino County Sheriff’s Office had entered into a contract to provide law enforcement services to the newly incorporated town of Tusayan. Tusayan Town Council requested a police vehicle be marked with their own identifiable markings. Their intent was to provide clear visibility of their newly formed town government, as well as demonstrating a law enforcement presence in the community. The Sheriff Office was able to provide a miled out patrol car with Tusayan’s markings that remains visibly parked but rarely driven.

During the FY 2020 budget process, this vehicle was identified as due to be replaced. If the vehicle is turned into County Fleet Management and later sold, the Sheriff’s Office would have to take a vehicle that is still in service and usable, remove the Sheriff’s Office marking and replace with Tusayan markings to be used as a visible deterrent and not driven much.

This request is to donate the existing vehicle, # 15947 to the Town of Tusayan to meet their needs and proceed with the purchase of a new patrol vehicle for use in the Williams/Grand Canyon patrol district. The Town of Tusayan has agreed to accept this vehicle should we be able to donate it. Per the County Fleet Manager, the vehicles current value is estimated at $1200.00.
ALTERNATIVES:

The alternative would be to decline the donation and provide another vehicle which will need to have the Tusayan Town markings added.

FISCAL IMPACT:

The fiscal impact of this donation is very minimal. Donating the vehicle would be the County Fleet Manager’s estimate of $1,200.00. Providing a different vehicle would be at a higher cost. This vehicle is scheduled to be replaced either way.

ATTACHMENTS:

1 - Staff Report
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Risha VanderWey, Coconino County Superintendent of Schools

SUBJECT: Consideration and possible action to approve Resolution 2019-23, approving an Intergovernmental Agreement between Coconino County Superintendent of Schools and Alpine Leadership Academy/Flagstaff Unified School District, to provide instructional support in the area of environmental education, effective July 1, 2019 through June 30, 2020, in the amount of $7,500.00.

RECOMMENDED MOTION:

Approve Resolution 2019-23, approving an Intergovernmental Agreement between Coconino County Superintendent of Schools and Alpine Leadership Academy/Flagstaff Unified School District, to provide instructional support in the area of environmental education, effective July 1, 2019 through June 30, 2020, in the amount of $7,500.00.

BACKGROUND:

This IGA provides instructional support in the area of environmental education. The projects shall include in-classroom presentations, technical assistance, curriculum coordination, resource support, in-service training, and development of outdoor study areas on school district grounds.

ALTERNATIVES:

No alternatives. The forest fee allocation was approved on June 18, 2019 by the Board of Supervisors.

FISCAL IMPACT:

The Board of Supervisors approved the Forest Fee allocation on June 18, 2019

ATTACHMENTS:

1 - Staff Report
2 - RESOLUTION 2019-23
3 - ALPINE IGA
RESOLUTION NO. 2019-23

A RESOLUTION OF THE COCONINO COUNTY BOARD OF SUPERVISORS OF COCONINO COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH FLAGSTAFF UNIFIED SCHOOL DISTRICT #1 FOR ALPINE LEADERSHIP ACADEMY WITH THE SUPERINTENDENT OF SCHOOLS OFFICE

WHEREAS, the Board of Supervisors has certain statutory authority pursuant to A.R. S. §11-952 to enter into intergovernmental agreements; and,

WHEREAS, the Coconino County Superintendent of Schools is authorized by statute to provide discretionary programs at the request of school districts in the County, pursuant to A.R.S. §15-302(B),

WHEREAS, the Coconino County Superintendent of Schools has established an Intergovernmental Agreement with Flagstaff Unified School District to provide funding for Alpine Leadership Academy environmental education services.

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors hereby approves the attached Intergovernmental Agreement as prepared and presented by the Superintendent of Schools, and authorizes the Superintendent of Schools to sign said Agreement on its behalf.

PASSED AND ADOPTED this 6th day of August 2019, by the Coconino County Board of Supervisors.

AYES: 
NOS: 
ABSENT: 

COCONINO COUNTY BOARD OF SUPERVISORS

(SEAL) Lena Fowler, Chair

ATTEST: APPROVED AS TO FORM:

Lindsay Daley, Clerk of the Board Rose Winkeler
This Intergovernmental Agreement (hereinafter “Agreement”) is entered into as of July 1, 2019, by and between Coconino County Superintendent of Schools (hereinafter “Superintendent”), on behalf of COCONINO COUNTY, and Flagstaff Unified School District #1 (hereinafter “FUSD”). FUSD and Superintendent shall hereinafter be referred to individually as “Party” and collectively as “Parties.”

Whereas, FUSD is duly established school district authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13);

Whereas, the Coconino County Superintendent of Schools (hereinafter Superintendent) is authorized to provide discretionary programs at the request of school districts pursuant to A.R.S. § 15-302(B);

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

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

1. Purpose

The purpose of this Agreement is to provide instructional support in the area of environmental education. Projects shall include in-classroom presentations, technical assistance, curriculum coordination, resource support, in-service teaching training, and development of outdoor study areas on school district grounds. The project will have an interdisciplinary approach with emphasis on student “hands-on” experience.

2. Title

The Title of this program is the Alpine Academy Environmental Education Project.

3. Term

This Agreement shall be effective, and the Parties are bound by the terms of this Agreement beginning on July 1, 2019, and this Agreement shall continue to be binding upon the Parties until June 30, 2020.

4. Termination

Any Party may withdraw from this Agreement by providing thirty (30) calendar days advanced written notice to the other Parties. Termination pursuant to this provision shall be effective upon the expiration of thirty calendar days from the date of the notice.
5. Special Provisions

A. Obligations of FUSD

FUSD agrees to provide:

- classroom instruction time for environmental education workshops;
- sites for outdoor education projects on school district grounds;
- outdoor curriculum related to Alpine Academy’s goals under the supervision of the district’s assigned teacher(s).

FUSD agrees to only use the funds provided for the purposes described herein.

6. Financing

Upon approval by the Coconino County Board of Supervisors and execution of this Agreement, the Coconino County Superintendent of Schools agrees to fund Flagstaff Unified School District #1 $7,500.00 to be used as stated.

7. Cancellation for Conflict of Interest

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

8. Indemnification

Each Party, to the greatest extent legally permissible, shall indemnify, defend, and hold harmless the other Party from any liability resulting from the negligence, intentionally tortious, or willful misconduct of the indemnifying Party’s employees, officers, students or agents. Notwithstanding any other provision of this Agreement to the contrary, any agreement by one Party to defend, hold harmless or indemnify the other Party shall be limited to, and payable only from, the indemnifying Party’s available insurance or self-insurance coverage for liability assumed by contract, if any, available as a part of its general liability insurance program.

9. Mutual Agreements.

A. This Agreement terminates and supersedes all prior understandings and agreements, whether written or oral, between the Parties on the subject matter hereof.
B. If either Party fails to comply with the terms of this Agreement, such failure shall be deemed a default, and the non-defaulting Party shall have all rights and remedies available in law or in equity.

C. Neither Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Party.

D. The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third Party beneficiary or other person, agency or organization.

E. This Agreement, and its attachments as noted herein, constitutes the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those expressly contained herein, and any amendment or modification of this Agreement shall be made in a writing signed by both Parties to this Agreement.

F. If any part of this Agreement is held to be illegal, invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect with those offending portions omitted.

G. All student records shall be kept confidential in accordance with the Family Rights and Privacy Act (20 USC 1232(g)) (“FERPA”) and regulations adopted pursuant to FERPA, the Individuals with Disabilities Education Act (“IDEA”) and regulations adopted thereunder, and applicable State laws and School Board policies controlling the disclosure of personally identifiable information from a student’s education records.

H. All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection or audit by FUSD, Superintendent, or their agents during the term of this Agreement and for five (5) years after termination of this Agreement. Such records shall be produced at the offices of the Party requesting them or such other reasonable location as is designated by the requesting Party.

I. 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 hereunder.

J. As required by A.R.S. §41-4401 (Government procurement; E-verify requirement; definitions), each Party warrants that it complies with all Federal immigration laws and regulations, that it shall verify, through the U.S. Department of Homeland Security’s E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the other Party. Each Party acknowledges that a breach of this warranty by the Party or by any subcontractor or sub-subcontractor under this Agreement shall be deemed a material breach of this Agreement, and is grounds for penalties, including termination of this Agreement, by the non-breaching Party. Each Party retains the legal right to inspect the papers of any Party, subcontractor
and sub-subcontractor employee who performs work under this Agreement, and to conduct random verification of the employment records of the Party and each subcontractor and sub-subcontractor who works on this Agreement, to ensure that the Party and each subcontractor and sub-subcontractor is complying with the warranties set forth above. Each Party shall defend, indemnify and hold harmless the other Party, its Governing Board members, officers, employees and agents from and against any and all claims and demands of any nature, including fines, penalties and expenses of litigation, for which the Party is found, or is alleged to be, liable arising out of the breach of any warranties of the breaching Party or any subcontractor or sub-contractor as specified in this paragraph.

K. The Parties shall comply with Executive Order 2009-09 and all other applicable State and Federal employment laws, rules, and regulations, mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex, national origin or disability.

L. This Agreement shall be governed and interpreted by the State of Arizona. The venue for any judicial actions regarding the terms of this Agreement shall be the Superior Court of Coconino County, Arizona.

M. Neither Party may file a claim against the other without first participating in good faith in mediation with a trained and neutral mediator. The Parties shall share the expenses of mediation, except that shared expenses shall not include the cost incurred by a Party for presentation before the mediator or representation by an attorney at the mediations, if such representation is desired.

N. This Agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

O. Except as provided in this Agreement, employees of one Party shall not be deemed employees of the other Party, and the employing Party shall be responsible for all wages, withholding and payment of employment taxes, and the provision of all employee benefits, if any offered by the employer to the employee.

P. The Parties do not anticipate the joint acquisition of property pursuant to the terms of this Agreement. Any property purchased by a Party in performance of that Party’s obligations pursuant to the terms of this Agreement shall be returned to said purchasing Party within thirty (30) calendar days of the termination of this Agreement for any reason.
COCONINO COUNTY

Approved by resolution of the Board of Supervisors on the ____ day of ________________, 2019, authorizing the County Superintendent of Schools to sign of its behalf.

Coconino County Superintendent of Schools

__________________________________________________
By: Dr. Risha VanderWey, Superintendent

Attorney Approval:

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties of the Agreement represented by the undersigned attorney.

__________________________________________________
Attorney for FUSD

__________________________________________________
Deputy County Attorney

FLAGSTAFF UNIFIED SCHOOL DISTRICT #1

Approved by resolution of the governing board on the ____ day of ________________, 2019, authorizing the Superintendent to sign on its behalf.

Flagstaff Unified School District #1 Superintendent

__________________________________________________
By: Michael Penca, Superintendent
DATE:     August 1, 2019

TO:       Honorable Chair and Members of the Board

FROM:     Risha VanderWey, Coconino County Superintendent of Schools

SUBJECT:  Consideration and possible action to approve Resolution 2019-24; Intergovernmental Agreement between Coconino County Superintendent of Schools and Flagstaff Unified School District to provide funding for Friends of Camp Colton Environmental Education Project effective July 1, 2019 through June 30, 2020 in the amount of $7,500.00.

RECOMMENDED MOTION:

Approve Resolution 2019-24; Intergovernmental Agreement between Coconino County Superintendent of Schools and Flagstaff Unified School District to provide funding for Friends of Camp Colton Environmental Education Project effective July 1, 2019 through June 30, 2020 in the amount of $7,500.00.

BACKGROUND:

The purpose of the IGA is to provide Flagstaff Unified School District (FUSD) Forest Fee Revenue funding to support Friends of Camp Colton. FUSD will utilize Friends of Camp Colton to administer fieldtrips, curriculum, and projects connected to the organizational vision as it relates to Camp Colton's experiential outdoor education program and initiatives.

ALTERNATIVES:

No Alternatives. The BOS approved the Forest Fee allocation on June 18, 2019.

FISCAL IMPACT:

The BOS approved the Forest Fee allocation on June 18, 2019.

ATTACHMENTS:

1 - Staff Report
2 - RESOLUTION 2019-24
3 - IGA FUSD/CAMP COLTON
RESOLUTION NO. 2019-24

A RESOLUTION OF THE COCONINO COUNTY BOARD OF SUPERVISORS OF COCONINO COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH FLAGSTAFF UNIFIED SCHOOL DISTRICT #1 FOR FRIENDS OF CAMP COLTON WITH THE SUPERINTENDENT OF SCHOOLS OFFICE

WHEREAS, the Board of Supervisors has certain statutory authority pursuant to A.R. S. §11-952 to enter into intergovernmental agreements; and,

WHEREAS, the Coconino County Superintendent of Schools is authorized by statute to provide discretionary programs at the request of school districts in the County, pursuant to A.R.S. §15-302(B),

WHEREAS, the Coconino County Superintendent of Schools has established an Intergovernmental Agreement with Flagstaff Unified School District to provide funding for Friends of Camp Colton Environmental Education Project.

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors hereby approves the attached Intergovernmental Agreement as prepared and presented by the Superintendent of Schools, and authorizes the Superintendent of Schools to sign said Agreement on its behalf.

PASSED AND ADOPTED this 6th day of August, 2019, by the Coconino County Board of Supervisors.

AYES:
NOS:
ABSENT:

COCONINO COUNTY BOARD OF SUPERVISORS

(SEAL)

__________________________________
Lena Fowler, Chair

ATTEST: APPROVED AS TO FORM:

__________________________________
Lindsay Daley, Clerk of the Board

__________________________________
Rose Winkeler

Resolution 2019-24 Page 1 of 1 Approved August 6, 2019
INTERGOVERNMENTAL AGREEMENT
By and between
COCONINO COUNTY SUPERINTENDENT OF SCHOOLS, FLAGSTAFF UNIFIED
SCHOOL DISTRICT #1

This Intergovernmental Agreement (hereinafter “Agreement”) is entered into as of July 1, 2018, by and between Coconino County Superintendent of Schools (hereinafter “Superintendent”), on behalf of COCONINO COUNTY, and Flagstaff Unified School District #1 (hereinafter “FUSD”). FUSD and Superintendent shall hereinafter be referred to individually as “Party” and collectively as “Parties.”

Whereas, FUSD is duly established school district authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13);

Whereas, Camp Colton is the environmental education center of FUSD;

Whereas, Friends of Camp Colton is a 501(c)3 non-profit organization that supports the mission and financial sustainability of Camp Colton;

Whereas, the Coconino County Superintendent of Schools (hereinafter Superintendent) is authorized to provide discretionary programs at the request of school districts pursuant to A.R.S. § 15-302(B);

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

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

1. Purpose

The purpose of this Agreement is to provide Flagstaff Unified School District Forest Fee Revenue funding to support Friends of Camp Colton. FUSD will utilize Friends of Camp Colton to administer field trips, curriculum and/or projects connected to its organizational vision as it relates to Camp Colton’s experiential outdoor education programs and initiatives.

2. Title

The Title of this program is Friends of Camp Colton Environmental Education Project.

3. Term

This Agreement shall be effective and the Parties are bound by the terms of this Agreement beginning on July 1, 2019, and this Agreement shall continue to be binding upon the Parties until June 30, 2020.
4. **Termination**

Any Party may withdraw from this Agreement by providing thirty (30) calendar days advanced written notice to the other Parties. Termination pursuant to this provision shall be effective upon the expiration of thirty calendar days from the date of the notice.

5. **Special Provisions**

   A. **Obligations of FUSD**

   1. FUSD agrees to coordinate with Friends of Camp Colton to ensure Friends of Camp Colton provides staff, materials, and resource personnel to administer the environmental education program described in the Purpose of this Agreement.
   2. FUSD agrees to allocate the funds provided herein to Friends of Camp Colton by September 30, 2019.
   3. FUSD agrees to only use the funds provided for the purposes described herein.

6. **Financing**

   Upon approval by the Coconino County Board of Supervisors and execution of this Agreement, the Coconino County Superintendent of Schools agrees to fund Flagstaff Unified School District #1 $7,500.00 to be used as stated in this Agreement.

7. **Cancellation for Conflict of Interest**

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

8. **Indemnification**

   Each Party, to the greatest extent legally permissible, shall indemnify, defend, and hold harmless the other Party from any liability resulting from the negligence, intentionally tortious, or willful misconduct of the indemnifying Party’s employees, officers, students or agents. Notwithstanding any other provision of this Agreement to the contrary, any agreement by one Party to defend, hold harmless or indemnify the other Party shall be limited to, and payable only from, the indemnifying Party’s available insurance or self-insurance coverage for liability assumed by contract, if any, available as a part of its general liability insurance program.

9. **Mutual Agreements.**
A. This Agreement terminates and supersedes all prior understandings and agreements, whether written or oral, between the Parties on the subject matter hereof.

B. If either Party fails to comply with the terms of this Agreement, such failure shall be deemed a default, and the non-defaulting Party shall have all rights and remedies available in law or in equity.

C. Neither Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Party.

D. The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third Party beneficiary or other person, agency or organization.

E. This Agreement, and its attachments as noted herein, constitutes the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those expressly contained herein, and any amendment or modification of this Agreement shall be made in a writing signed by both Parties to this Agreement.

F. If any part of this Agreement is held to be illegal, invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect with those offending portions omitted.

G. All student records shall be kept confidential in accordance with the Family Rights and Privacy Act (20 USC 1232(g)) (“FERPA”) and regulations adopted pursuant to FERPA, the Individuals with Disabilities Education Act (“IDEA”) and regulations adopted thereunder, and applicable State laws and School Board policies controlling the disclosure of personally identifiable information from a student’s education records.

H. All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection or audit by FUSD, Superintendent, or their agents during the term of this Agreement and for five (5) years after termination of this Agreement. Such records shall be produced at the offices of the Party requesting them or such other reasonable location as is designated by the requesting Party.

I. 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 hereunder.

J. As required by A.R.S. § 41-4401 (Government procurement; E-verify requirement; definitions), each Party warrants that it complies with all Federal immigration laws and regulations, that it shall verify, through the U.S. Department of Homeland Security’s E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the other Party. Each Party acknowledges that a breach of this warranty by the Party or
by any subcontractor or sub-subcontractor under this Agreement shall be deemed a material breach of this Agreement, and is grounds for penalties, including termination of this Agreement, by the non-breaching Party. Each Party retains the legal right to inspect the papers of any Party, subcontractor and sub-subcontractor employee who performs work under this Agreement, and to conduct random verification of the employment records of the Party and each subcontractor and sub-subcontractor who works on this Agreement, to ensure that the Party and each subcontractor and sub-subcontractor is complying with the warranties set forth above. Each Party shall defend, indemnify and hold harmless the other Party, its Governing Board members, officers, employees and agents from and against any and all claims and demands of any nature, including fines, penalties and expenses of litigation, for which the Party is found, or is alleged to be, liable arising out of the breach of any warranties of the breaching Party or any subcontractor or sub-contractor as specified in this paragraph.

K. The Parties shall comply with Executive Order 2009-09 and all other applicable State and Federal employment laws, rules, and regulations, mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex, national origin or disability.

L. This Agreement shall be governed and interpreted by the State of Arizona. The venue for any judicial actions regarding the terms of this Agreement shall be the Superior Court of Coconino County, Arizona.

M. Neither Party may file a claim against the other without first participating in good faith in mediation with a trained and neutral mediator. The Parties shall share the expenses of mediation, except that shared expenses shall not include the cost incurred by a Party for presentation before the mediator or representation by an attorney at the mediations, if such representation is desired.

N. This Agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

O. Except as provided in this Agreement, employees of one Party shall not be deemed employees of the other Party, and the employing Party shall be responsible for all wages, withholding and payment of employment taxes, and the provision of all employee benefits, if any offered by the employer to the employee.

P. The Parties do not anticipate the joint acquisition of property pursuant to the terms of this Agreement. Any property purchased by a Party in performance of that Party’s obligations pursuant to the terms of this Agreement shall be returned to said purchasing Party within thirty (30) calendar days of the termination of this Agreement for any reason.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
Signature pages and Exhibits follow
COCONINO COUNTY

Approved by resolution of the Board of Supervisors on the ____ day of ________________, 2019, authorizing the County Superintendent of Schools to sign of its behalf.

**Coconino County Superintendent of Schools**

By: Dr. Risha VanderWey, Superintendent

Attorney Approval:

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties of the Agreement represented by the undersigned attorney.

Attorney for FUSD

Deputy County Attorney

FLAGSTAFF UNIFIED SCHOOL DISTRICT #1

Approved by resolution of the governing board on the ____ day of ________________, 2019, authorizing the Superintendent to sign on its behalf.

**Flagstaff Unified School District #1 Superintendent**

By: Michael Penca, Superintendent
DATE: August 1, 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 of the Second Amendment of an On-Call Agreement with Dennis L. Lopez & Associates LLC and the County Flood Control District to provide professional appraisal services, not to exceed $60,000 for a one year period.

RECOMMENDED MOTION:

Approve the Second Amendment of an On-Call Agreement with Dennis L. Lopez & Associates LLC and the County Flood Control District to provide professional appraisal services, not to exceed $60,000 for a one year period.

BACKGROUND:

An Independent Contractor is needed to prepare appraisals and support of projects for the County Flood Control District. A scope of work shall be presented to the County based on the Agreement and circumstances which are unique to each project.

This firm was selected based on the State of Arizona Contract No. ADSPO14-052966. The firm has a good reputation for performing quality work for governmental agencies in Arizona, including Coconino County since 2012.

On July 6, 2017 the Board approved the original Agreement for a one year period. On June 26, 2018 the Board approved the First Amendment of the Agreement. The purpose of this submittal is to consider approval of the Second Amendment of the Agreement with Dennis L. Lopez & Associates LLC to provide services for a one-year period beginning August 1, 2019.

ALTERNATIVES:

The following options are available to the Board:

• Approve this request.
• Reject the request and suggest an alternative solution including solicitation of new proposals.
FISCAL IMPACT:

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

ATTACHMENTS:

1 – Staff Report
2 – Contract
3 - COI
This SECOND AMENDMENT (hereinafter this “Amendment”) is made this ____ day of __________, 2019,

BETWEEN

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

AND

DENNIS L. LOPEZ & ASSOCIATES, LLC., an Arizona limited liability company, located at 8631 South Priest Drive, Suite 103, Tempe, Arizona 85284, (hereinafter the “Independent Contractor”)

WHEREAS:

A. The District and the Independent Contractor entered into an agreement commencing the 1st day of August 2017, for the Independent Contractor to provide on-call professional appraisal services (hereinafter the “Agreement”); and

B. The Agreement provided for an initial one-year term with four additional one-year renewals; and

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

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

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

1. The Agreement is renewed for the period from 1st day of August 2019 through the 31st day of July 2020.

2. Attachment “A” of the First Amendment is deleted and Attachment “A” hereto, which reflects a 1.8% increase in the Consumer Price Index for All Urban Consumers (CPI-U), is substituted in its place for the term of this amendment.

3. Terms and conditions in the Original Agreement and First Amendment that are unchanged by this Second Amendment will remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date hereinbefore indicated.

COCONINO COUNTY
FLOOD CONTROL DISTRICT
BOARD OF DIRECTORS

Lena Fowler,
Chair

ATTEST:

Lindsay Daley,
Clerk of the Board

DENNIS L. LOPEZ & ASSOCIATES, LLC

Dennis L. Lopez
Managing Member

STATE OF ARIZONA
) )ss.
County of Maricopa
)

SUBSCRIBED and sworn to before me by Dennis L. Lopez as Managing Member of Dennis L. Lopez & Associates, LLC, on this 8th day of July, 2019.

Rose Winkeler,
Deputy County Attorney

Notary Public

MARILYN VELASQUEZ
Notary Public - Arizona
Maricopa County
Commission # 555041
My Comm. Expires Jul 27, 2022
June 28, 2019

Ms. Christine Whelan
Administrative Manager
Coconino County Public Works Department
5600 East Commerce Avenue
Flagstaff, Arizona 86004

Re: Contract Expiration and Renewal

Dear Ms. Whelan:

Thank you for allowing Dennis L. Lopez & Associates, LLC, and I to be your real estate appraisal, appraisal review and expert appraisal witness contractor. I wish to renew my contract for another year. My hourly rate has been $256.00. I will accept your offer for an CPI-U increase of 1.8%. As such, my hourly rate will increase from $256.00 to $260.60. I look forward to working with you and Coconino County again.

Respectfully submitted,

[Signature]

Dennis L. Lopez, MAI, SRA
Certified General Real Estate Appraiser - State of Arizona
Certificate No. 30189

DLL:dl
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
R. P. Ryan Insurance, Inc.
www.rpyrian.com info@rpyrian.com
18501 N. 40th St., Suite 102
Phoenix, AZ 85032
Matthew Zink

INSURED
Dennis Lopez & Associates, LLC
8531 S Priest Drive Ste 103
Tempe, AZ 85284

CONTACT
Matthew Zink
PHONE: 602-992-9700
FAX: 602-992-7480
E-MAIL: m.zink@rpyrian.com
INSURER(A) AFFORDING COVERAGE
NAIC #: 0496

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HERIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. 
LTD. TYPE OF INSURANCE ADDL. SUBWR. NSD. W/T POLICY NUMBER POLICY EFF: POLICY EXP: LIMITS

A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR X X 6801L63977A 07/18/2019 07/18/2020 EACH OCCURRENCE $ 2,000,000 EXCESS TO RETAINED LIMITS (If occurrence) $ 300,000 MED/EXP (Any one person) $ 5,000 PERSONAL & ADV INJURY $ 2,000,000 GENERAL AGRGATE $ 4,000,000 PRODUCTS- CONSPROP AGRG $ 4,000,000 AUTOMOBILE LIABILITY
A X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS X X 6801L63977A 07/18/2019 07/18/2020 COMBINED SINGLE LIMIT ($ per accident) $ 1,000,000 BODY INJURY (Per person) $ BODY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ X UMBRELLA LIABILITY OCCUR CLAIMS-MADE X 5000 07/18/2019 07/18/2020 EACH OCCURRENCE $ 1,000,000 AGGREGATE $ 1,000,000 WORKERS COMPENSATION
A X ANY PROPRIETOR/PARTNER/EXECUTIVE OR OFFICER/ OWNER EXCLUDED (Mandatory in NH)
X Y/N X 07/18/2019 07/18/2020 E.L. EACH ACCIDENT $ 1,000,000 E.L. DISEASE- EA EMPLOYEE $ 1,000,000 E.L. DISEASE- POLICY LIMIT $ 1,000,000 PROPERTY SECTION
A Property Section 6801L63977A 07/18/2019 07/18/2020 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cocoon County and Coconino County Flood Control District, its agents, officials, employees and volunteers are named as additional insured. Waiver of Subrogation applies for Coconino County and Coconino County Flood District.

CERTIFICATE HOLDER

COCON-2

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
Matthew Zink

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36. | 08/06/2019 | Flood Control District | Second Amendment with Dennis L. Lopez & Associates LLC | 8/6/2019 Page 6 of 6
DATE: August 1, 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 of an increase of $6,917.90 to a purchase order of $124,162.98, for the total amount of $131,080.88, for an Air Burner purchase with Air Burners, Inc.

RECOMMENDED MOTION:

Approve the increase of $6,917.90 to a purchase order of $124,162.98, with the total amount of $131,080.88, for an Air burner purchase with Air Burners, Inc.

BACKGROUND:

On July 3, 2019 the Coconino County Board of Supervisors approved $124,162.98 purchase order for an Air Burner model S-119R. The budgeted expense for FY2020 was $132,000.00 which will come out of the Flood Control District and General fund. The additional $6,917.90 will cover the Use Tax for the Air Burner purchase.

ALTERNATIVES:

The following alternatives are available to the Board of Supervisors:
• Approve this submittal.
• Disapprove this submittal.

FISCAL IMPACT:

The additional amount of $6,917.90 will be paid out of the general fund & the Flood Control District fund. The purchase of the S-119R Air Curtain Burner and Ash Rake in the amount of $131,080.88 will be funded from the General Fund in amount of $31,080.88 and Flood Control District 1134.41.4103.7005.0000. in the amount of $100,000.00 which is budgeted in FY2020.

ATTACHMENTS:

1 – Staff Report
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Jim Driscoll, Coconino County Sheriff

SUBJECT: Consideration and possible action regarding approval of Intergovernmental Agreement (IGA) 2019-038, with the Arizona Department of Public Safety for the State Gang Task Force Detention Liaison Officer Program, effective July 1, 2019 through June 30, 2019, with an annual renewal on July 1 for a period of time not to exceed five years, in the estimated amount of $75,640.00 for FY20.

RECOMMENDED MOTION:

Approve Intergovernmental Agreement (IGA) 2019-038, with the Arizona Department of Public Safety for the State Gang Task Force Detention Liaison Officer Program, effective July 1, 2019 through June 30, 2019, with an annual renewal on July 1 for a period of time not to exceed five years, in the estimated amount of $75,640.00 for FY20.

BACKGROUND:

For many years Flagstaff and Coconino County have experienced an increase in gang activity. The gang related activities range from juveniles to adults, from local to statewide connections, and from criminal damage to homicide. Local governments often do not have the financial or manpower resources to tackle the statewide influence of gangs. However, by joining forces with other law enforcement agencies, we can be more effective in fighting gang activity and providing better quality of life for our communities.

In 2005, Coconino County entered into an intergovernmental agreement with the Arizona Department of Public Safety to re-establish a Gang Task Force in Coconino County. The agreement provided 75% of the salary and benefits plus equipment for two patrol officers assigned to the unit.

In 2007, the State added a detention component to the program. The task force recognized that intelligence units in detention facilities and prisons can collect important information to help in the fight against gangs and other criminal activities. The current contract reimburses 75% of the salary and employee related expenses.
Our Detention Officer assigned to this unit has been an instrumental resource for both state and federal agencies. The first year, our officer was the key role in identifying and naming a local gang. Additionally, these officers have participated in the investigation of several high-profile cases resulting in prosecution. In three of those cases, we were able to get a confirmed gang enhancement to the sentencing. This position has assisted in the identification of inmates with gang affiliation which is critical to inmate management and to the safety and security of the detention facility.

With the unique opportunity of receiving state funding toward the staffing of this position, and because Coconino County Detention Facility provides housing to all of Coconino County, we recommend approval of this agreement with the Arizona Department of Public Safety and the approval of one Full Time Employee (FTE) / Detention Officer II to be assigned to this detail.

The Detention Officer assigned to the Gang Task Force detail will gather intelligence from inmates housed in the Coconino County Detention Facility and will continue to work with local and statewide Gang and Immigration Intelligence Team Enforcement Mission (GIITEM) officers.

Detention facilities and prisons are an important link in the statewide mission of GIITEM. Approval of the intergovernmental agreement and the assignment of one of our Detention Officers to this unit, not only provides us with staff for needed special assignments, it also exhibits the County’s commitment to dealing with problems of gangs in our community and the shared vision of our law enforcement partners.

**ALTERNATIVES:**

The alternative would be to pay the entire salary through the Jail District.

**FISCAL IMPACT:**

With this agreement, DPS provides reimbursement of 75% of salary and ERE for one detention officer including salary, shift pay, benefits and employee-related expenses to include employer’s workman’s compensation and social security at established rates, vacation and sick leave taken while working for the State Gang Task Force. The FY20 salary amount is $75,640.00, with $56,730.00 to be reimbursed by AZDPS. Account # 1106.20.2003.0000.0000.633 / 1116.20.2003.2672.0000.633 (75% / 25%).

**ATTACHMENTS:**

1 - Staff Report
2 - GIITEM DLO IGA FY20
INTERGOVERNMENTAL AGREEMENT
REGARDING
STATE GANG TASK FORCE
DETENTION LIAISON OFFICER (DLO) UNITS

This Intergovernmental Agreement (IGA) is entered into between the State of Arizona, through its Department of Public Safety, hereinafter referred to as "DPS," and the Coconino County Sheriff's Office, hereinafter referred to as "Agency".

The purpose of this Agreement shall be to enhance law enforcement services concerning gangs and any criminal activities through the cooperative efforts of the parties to this IGA.

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. §41-1713 B.3. Both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. §11-952.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

I. PARTICIPATION

The Agency agrees to assign one (1) detention officer, herein referred to as "personnel," to the DPS Gang and Immigration Intelligence Team Enforcement Mission (GIITEM) on a full-time basis to perform the duties of intelligence collection and reporting regarding criminal street gangs, prison gangs, security threat groups, human smuggling, illegal immigration, and other criminal activities and for such assignments within the purposes of this IGA, as directed by DPS.

Personnel will be assigned to a DPS DLO Unit on a full-time basis and will perform the duties of a Detention Liaison Officer as delineated in Addendum "A" and for such assignments within the purposes of this IGA, as directed by DPS.

Personnel are monitored by their own agencies; however, for day to day operations, personnel receive direction and supervision from the DPS appointed supervisor.

The Agency agrees to assign said personnel to locations to best facilitate the intelligence collection and reporting requirements of this agreement. During this period of assignment, the Agency and DPS agree to allow said personnel to maintain all benefits, rights, and privileges available to said personnel as if they were assigned on a full-time basis to the Agency. The assigned personnel must abide by all of the applicable rules and regulations of the Agency and is subject to its disciplinary process.

The Agency agrees to enter into a Memorandum of Understanding with the Arizona Department of Public Safety relative to the connection and operation of the Arizona GangNet system.
II. REIMBURSEMENT

Personnel are assigned to DPS GIITEM on a full-time basis to perform the duties and activities for such assignments within the purposes of this IGA, as directed by DPS. DPS agrees to reimburse the Agency on a monthly basis (based upon DPS weekly time sheets completed by the personnel) for up to 75 percent of payroll expenses of the personnel related to this assignment, including salary, shift pay, benefits (which accrue during the term of the IGA) and employee-related expenses to include employer's workman's compensation and social security at established rates, vacation and sick leave taken while working for the State Gang Task Force, hereinafter referred to as "GIITEM." DPS will reimburse all overtime compensation (based upon DPS rules). There must be a minimum of 40 hours GIITEM related work for DPS to reimburse for overtime in any given week.

Overtime compensation will be for GIITEM related activities only. Monthly vacation or sick leave which accrues, but is not used by the personnel, will not be reimbursed. The Agency will pay 25 percent of payroll related expenses. All personnel costs, including shift pay, will be based on the following assumptions: a standard 40-hour work week scheduled according to the needs of the Agency, with the understanding the 40-hour work week may be altered to address the needs of DPS as related to an on-going investigation, special assignment, or training.

Prior to the personnel reporting to GIITEM, the Agency agrees to furnish DPS with the following information: personnel annual, bi-weekly and hourly rates of base pay and fringe benefits, as well as, the overtime rate based upon the assumption outlined above. DPS is not obligated to reimburse the Agency for salary raises or modifications to base salaries, unless the Agency submits such modification to DPS at least 60 days prior to the effective date of such modification. All approved travel expenses will be reimbursed directly to the personnel by DPS under employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for the aforementioned expenditures shall be for actual costs only for the IGA duration up to the specified limitations.

III. IMMIGRATION

Pursuant to the Governor’s Executive Order 2005-30, the parties agree to comply with all applicable federal immigration laws and regulations.

IV. NONDISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2009-09.

V. INDEMNIFICATION

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

VI. DRUG FREE WORKPLACE

Any personnel assigned to GIITEM will be subject to random and/or for cause, drug and alcohol testing in accordance with his/her Agency's guidelines. If the Agency does not have a drug free program, the personnel will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned personnel shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932-02056. DPS shall not charge any fee or cost to the Agency for any assigned personnel who undergoes testing. The personnel may be removed from GIITEM for failure to comply with the program or for failure to pass DPS drug screening requirements.

VII. E-VERIFY

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify program and agree to comply with A.R.S. § 23-214 and 44-4401.

1. The Agency warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That section reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and contract may be terminated.

3. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

4. DPS retains the legal right to inspect the papers of any employee who works on the contract to ensure the Agency is complying with the warranty under paragraph 1.

VIII. RECORDKEEPING

All records regarding the IGA, including the personnel’s time accounting logs, must be retained for five years in compliance with A.R.S. §35-214, entitled Inspection and Audit of Contract Provisions.

IX. FEES
In no event shall either party charge the other for any administrative fees for any work performed pursuant to the IGA.

X. JURISDICTION

The Agency agrees to permit their personnel to work outside of their regular jurisdictional boundaries.

XI. ARBITRATION

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

XII. WORKER'S COMPENSATION BENEFITS

Pursuant to A.R.S. §23-1022 D., for the purposes of Worker's Compensation coverage, the Agency personnel covered by the IGA shall be deemed to be an employee of both agencies. The Agency, as the primary employer, shall be solely liable for payment of Worker's Compensation Benefits and the processing of any potential claims occurring during the personnel’s assignment to GIITEM.

XIII. LIMITATIONS

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XIV. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective upon the date the last signature is obtained.

The duration of this IGA shall be the fiscal year, July 1 through June 30, and shall renew annually on July 1 for a period of time not to exceed five years. Annual renewal shall be contingent upon legislative allocated budget approval for the applicable fiscal year. If funds are not allocated to support this agreement, DPS will provide written notice to the Agency notifying them of termination of funding and cancellation of the IGA.

All prior agreements between DPS and the Agency regarding the GIITEM DLO Unit participation are cancelled as of the effective date of this IGA.

XV. AVAILABILITY OF FUNDS

4 of 8
Intergovernmental Agreement – GIITEM Detention Liaison Officer Units
DPS Contract No. 2019-038
Arizona Department of Public Safety / Coconino County Sheriff’s Office

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

XVI. CANCELLATION

All parties are hereby put on notice that this IGA is subject to cancellation by the Governor for
conflicts of interest pursuant to A.R.S. §38-511.

XVII. TERMINATION

Either party may terminate the IGA for convenience or cause upon 30 days written notice to the
other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon
which the termination becomes effective. All property shall be returned to the owning party
upon termination.

Any notice required to be given under the IGA will be provided by mail to:

GIITEM Commander
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 3700
Phoenix, Arizona 85005-6638

Jim Driscoll, Sheriff
Coconino County Sheriff’s Office
911 East Sawmill Road
Flagstaff, Arizona 86001

XVIII. VALIDITY

This document contains the entire agreement between the parties and may not be modified,
amended, altered or extended except through a written amendment signed by both parties. If any
portion of this agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this IGA to be executed by the proper officers and officials.

STATE OF ARIZONA

BY: Colonel Frank L. Milstead, Director
Arizona Department of Public Safety

DATE: 6/12/19

COCONINO COUNTY SHERIFF’S OFFICE

BY: Jim Driscoll, Sheriff
Coconino County Sheriff’s Office

DATE: 6/21/19
GIITEM
GANG & IMMIGRATION INTELLIGENCE TEAM
ENFORCEMENT MISSION

May 21, 2019

DETENTION LIAISON OFFICER UNITS

Introduction:

The Detention Liaison Officer (DLO) Units are a component of the Gang and Immigration Intelligence Team Enforcement Mission (GIITEM). DLOs are from various sheriffs and corrections departments assigned to GIITEM, who remain at, and perform gang investigative and intelligence duties in jails and prisons. DLOs collect and report information regarding criminal street gangs, human smuggling organizations, security threat groups, and other criminal activities as well as conducting and assisting with criminal investigation efforts. DLOs are assigned to a DPS DLO Unit on a fulltime basis and serve as a resource for city, county and state law enforcement. GIITEM reimburses participating agencies for up to 75 percent of the DLO salary and employee related expenses.

Detention Liaison Officer Units:

The DPS DLO Units leverage investigation and intelligence capabilities by including detention and corrections officers in the collection and reporting process. Sheriffs departments and correctional facilities already perform inmate classification duties to prevent violence and other problems in their facilities. The DLO Units aim to incorporate the information collected during such routine duties to complement law enforcement activity outside the facilities. The DLO activities and information collected and documented serves to inform agencies statewide and assists in solving criminal cases.

GIITEM offers to sheriffs departments and other correctional facilities the opportunity to participate in the DLO Units’ efforts. To participate, an agency must complete an Intergovernmental Agreement (IGA) with the Department of Public Safety. Additionally, the participating agency must agree, through a MOU, to utilize GangNet.

Personnel assigned to a DLO Unit continue to work at their agency’s detention facilities, but are assigned to collecting, documenting, and reporting any gang and criminal activity. The Gang Member Information Card (GMIC) information collected by the DLO is entered into GangNet by the participating agency DLO and/or provided to the appropriate jurisdiction. The DLO provides statistical reporting to the designated DPS DLO supervisor on a weekly and monthly basis. Because the position of a DLO is critical to interviewing and collecting information from gang members and/or regarding any criminal activities, DLOs should not be assigned normal detention or correctional officer duties.

As approved by DPS, DLOs may participate and attend meetings and training in order to stay current on gang trends and activities within and outside of the state of Arizona. When approved by DPS, GIITEM
Intergovernmental Agreement – GIITEM Detention Liaison Officer Units
DPS Contract No. 2019-038
Arizona Department of Public Safety / Coconino County Sheriff’s Office

pays for all DLO travel related costs, including hotel, meals, and mileage. DLOs are monitored by their
own agencies; however, in matters related to the DLO Unit day to day operations, DLOs receive
direction and supervision from an appointed DPS DLO Unit supervisor.

GIITEM may provide the DLOs equipment and materials to accomplish their duties. DLOs will be
responsible for the equipment and materials assigned to them and all such items shall be returned to
GIITEM in the event the IGA is terminated.

DLO RESPONSIBILITIES:
• Interview individuals to develop intelligence about gangs and any criminal activity.
• Assist their own and other agencies with investigation efforts.
• Conduct intelligence debriefings of gang members being released from prison/jail.
• Collect any information on illegal conveyances into the United States and any information
regarding smuggling operations.
• Review inmate mail, phone calls, visitor logs, and notes written/drawn by known incarcerated
gang members.
• Provide training to fellow detention officers regarding gang and criminal intelligence collection.
• Establish a facility list of known gangs, gang leadership, number of gang members, and types of
criminal activities both inside and outside of incarceration.
• Complete and/or enter GMIC cards into GangNet.
• Prepare intelligence and information reports and statistic documentation on a weekly and
monthly basis to the DPS DLO supervisor.
• Coordinate any absences (annual leave, sick leave, training, etc.) with the DPS DLO supervisor.
• Attend DLO Units’ intelligence and training meetings.
• Respond to and complete requests from gang task forces or investigators regarding incarcerated
gang members and gangs.

AGENCY RESPONSIBILITIES:
• The sheriffs departments and correctional facilities (county, state, federal) agree to allow the
assigned DLO for their agency to do their DLO duties on a full-time basis free of being assigned
normal detention or correctional officer duties.
• Agree to allow the assigned DLO to attend meetings and training designated by DPS in order to
remain current on gang trends and intelligence.
• Agree to provide a work area within the facility free of distraction and one that will provide the
tools, equipment and materials necessary to accomplish DLO duties and responsibilities.

FUNDING:
• GIITEM is funded by annual legislative appropriation.
• GIITEM reimburses participating agencies per the IGA and funding is on a 12 months basis.
• Approval and continuance of the IGA is subject to the availability of funds.
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Jim Driscoll, Coconino County Sheriff

SUBJECT: Consideration and possible action regarding approval of a budget adjustment and contract renewal with Good Source Solutions, Inc., to provide specialty food products to the Coconino County Flagstaff Detention Facility for FY20, in the estimated amount of $188,000.

RECOMMENDED MOTION:

Approve a budget adjustment and contract renewal with Good Source Solutions, Inc., to provide specialty food products to the Coconino County Flagstaff Detention Facility for FY20, in the estimated amount of $188,000.

BACKGROUND:

The detention facility is mandated to provide nutritional food to the inmates of the detention facility. There are two major food services providers. Shamrock Foods Company has been selected one of those providers, utilizing a State contract. Shamrock carries items such as dry and canned groceries, frozen foods, meats, poultry, seafood, fresh produce, baked items, dairy, beverages, special dietary needs, and snacks.

Shamrock does not carry specialty products such as reduced sodium or sugar free items. RFP 2015-06 was issued to select the second major provider that carries these products. The RFP included a sample list of food items for vendors to provide bids. Staff reviewed the submitted bids and found Good Source Solutions, Inc. the highest rated firm with the best combination of price, product and service. The Board of Directors approved a one-year term contract with four options for renewal. This is year four of those options.

ALTERNATIVES:

The alternative would be to open a formal bid.
FISCAL IMPACT:

Food services is a recurring expense currently budgeted for a total of $378,000 in the Jail District Budget. Good Source last year was budgeted at $160,000. Based on the past year’s expenses and the anticipated expense, we are requesting a budget of $188,000. This will require a budget adjustment in the amount of $28,000. Additionally, our Shamrock agenda item is requesting a budget adjustment in the amount of $27,000. This will increase the food services budget from $378,000 to $433,000 in account 1116.20.2003.2672.0000.633.502018

ATTACHMENTS:

1 - Staff Report
2 - GOOD SOURCE SOLUTIONS CONTRACT
3 - INSURANCE CERTIFICATE
This **Fourth AMENDMENT** (hereinafter this “Amendment”) is made this ____ day of ________________, 2019,

**BETWEEN**

COCONINO COUNTY JAIL DISTRICT, a tax levying public improvement district organized and established 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*; and thereby enable and enhance 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), of 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the “District”),

AND

GOOD SOURCE SOLUTIONS, INC, a Delaware corporation, located at 3115 Melrose Drive, Suite 160, Carlsbad, CA 92010 (hereinafter the “Independent Contractor”),

WHEREAS:

A. The County and the Independent Contractor entered into an agreement commencing on the 7th day of July 2015, for the Independent Contractor to provide food service items for the inmate meals at the Coconino County Detention Facility (hereinafter the “Agreement”); and

B. The Agreement provided for a one-year term with four additional one-year renewals; and

C. The parties wish to renew the Agreement for a one-year period with no changes to the scope; and

D. Changes to the compensation as stated in section I and Exhibit A; and

E. The Independent Contractor is ready, willing and able to provide the Services.

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

I. **Compensation**

The compensation is changed to the pricing included in Exhibit A.

II. **Term of Agreement**

The Agreement is renewed for the period from the 1st day of July 2019, through the 30th day of June 2020.
III. 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 or as required by AZ law for personal 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 and employees 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.
Prior to providing services, the Independent Contractor will provide the County with a Certificate of Liability Insurance evidencing insurance coverage in the amounts specified above for the effective term of this renewal.

IV. 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.

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

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

GOOD SOURCE SOLUTIONS, INC    COCONINO COUNTY JAIL DISTRICT

By____________________________  By____________________________
Stephanie McCart          Lena Fowler, Chairwoman
VP Sales and Marketing          Board of Directors

ACKNOWLEDGED before me by Stephanie McCart as VP Sales/Marketing of and for Good Source Solutions this ___ day of __________, 2019.

____________________________
Clerk of the Board

ATTEST:

Approved as to form:

____________________________
Notary Public

Deputy County Attorney
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Prices are subject to change with increase cost of food, transportation, or general inflation.

[Signature]

Page | 6
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER:** Lockton Insurance Brokers, LLC
725 S. Figueroa Street, 35th Fl.
CA License #0F15767
Los Angeles CA 90017
(213) 689-0065

**INSURED:** Good Source Holdings, LLC
dba: Good Source Solutions, Inc.
3115 Melrose Drive, Suite 160
Carlsbad, CA 92010
1361523

**CONTACT:**
- NAME:
- PHONE:
- FAX:
- E-MAIL:
- NAIC #
- INSURER AFFORDING COVERAGE
- INSURER A:
- INSURER B:
- INSURER C:
- INSURER D:
- INSURER E:
- REVISON NUMBER: XXXXXXX

**COVERAGES**

**CERTIFICATE NUMBER:** 12125183

**INSR LTR**

**TYPE OF INSURANCE**

**ADDL SUBR INSURER**

**W/D**

**POLICY NUMBER**

**POLICY EFF (MM/DD/YYYY)**

**POLICY EXP (MM/DD/YYYY)**

**LIMITS**

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

ACORD 101. Additional Remarks Schedule, may be attached if more space is required.

Coconino County Jail District, its officials, agents, and employees are named as Additional Insured(s) to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. The insurer agrees to waive all rights of subrogation against the Coconino County Jail District, its officials, agents, and employees per attached endorsement(s) or policy language. Coverage provided is primary and non-contributory for General Liability.

**CERTIFICATE HOLDER**

12125183
Coconino County Jail District
Attn: Purchasing
219 E. Cherry Ave.
Flagstaff AZ 86001

**CANCELLATION**

See Attachments

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

**AUTHORIZED REPRESENTATIVE**

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COMMERCIAL GENERAL LIABILITY

NONCONTRACTOR'S ADDITIONAL INSURED'S ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (called additional insured) described in Paragraphs A.1. through A.8. below whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be currently in effect or becoming effective during the term of this policy; executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but this paragraph does not apply to any additional insured more specifically identified elsewhere in the policy.

1. ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS

A state or political subdivision subject to the following provisions:

a. A state or political subdivision is an additional insured only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control to which this insurance applies:

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

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

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

b. A state or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed by or for you for the state or political subdivision.

2. ADDITIONAL INSURED - CONTROLLING INTEREST

Any person or organizations with a controlling interest in you but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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3. ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

a. Any "occurrence" which takes place after you can cease to be a tenant in that premises; or

b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

4. ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE OR RECEIVER

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

5. ADDITIONAL INSURED - OWNERS OR OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to lease that land; or

b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

6. ADDITIONAL INSURED - CO-OWNER OF INSURED PREMISES

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

7. ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

Any person or organization from whom you lease equipment. Such person or organization are insured only with respect to their liability arising out of the maintenance, operation or use by you or equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

a. To any "occurrence" which takes place after the equipment lease expires; or

b. To "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under Paragraphs A.1. through A.B. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."
8. ADDITIONAL INSURED - VENDORS

Any "vendor", 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:

1. The insurance afforded the vendor does not apply to:
   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   b. Any express warranty unauthorized by you;
   c. Any physical or chemical change in the product made intentionally by the vendor;
   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
   f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
   g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
   h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

   (1) The exceptions contained in Sub-paragraphs d. or f.; or

   (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. 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.

B. As respects the coverage provided under this endorsement, Paragraph 4.b.(3.) SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS is added:

4.b.(3.) This insurance is excess over any other insurance covering the additional insured as an insured whether primary, excess, contingent or on any other basis, unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.
COMMERCIAL GENERAL LIABILITY

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

If required by a written contract, executed prior to the occurrence or offense, we waive any right of recovery we may have against any person or organization named in such written contract, because of payments we make for injury or damage arising out of your ongoing operations or "your work" performed under such contract for that person or organization and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

154750 0607

Attachment Code: D483277
Certificate ID: 12125183
COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ULTRA-GARD ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement:

A. BROADENED WHO IS AN INSURED

Paragraph A.1. Who Is An Insured of SECTION II - LIABILITY COVERAGE is amended to include the following:

d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

e. Any "employee" of yours is an "insured" while using an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

f. Each person or Organization to whom you are required by a written contract or agreement to provide additional insured status is an "insured" under Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the coverage form. The written contract or agreement must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage".

B. LIABILITY COVERAGE EXTENSIONS SUPPLEMENTARY PAYMENTS

Paragraph A.2.a.(2) and A.2.a.(4) Coverage Extensions - Supplementary Payments of SECTION II LIABILITY COVERAGE are deleted and replaced with the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

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

C. FELLOW EMPLOYEE COVERAGE

Paragraph B.5. Fellow Employee Exclusion contained in SECTION II - LIABILITY COVERAGE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire that is not a bus, motorcycle or van used to transport employees.

This Fellow Employee Coverage is excess over any other collectible insurance.

D. POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS

1. Liability Coverage is changed as follows:

   a. Paragraph B.11. of the Pollution Exclusion in SECTION II - LIABILITY COVERAGE applies only to liability assumed under a contract or agreement.

   b. With respect to the coverage afforded by Paragraph a. above, Exclusion B.6. Care, Custody or Control of SECTION II - LIABILITY COVERAGE does not apply.

Attachment Code: D483612
Certificate ID: 12125183
2. Changes in Definitions

For the purposes of this endorsement, Paragraph D. of the SECTION V - DEFINITIONS is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants": or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto": and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

This Pollution Liability Coverage is subject to an Annual Aggregate Limit of Liability of $100,000.

E. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words you and your also refer to any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, but only if there is no similar insurance available to that organization.

However:

1. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

2. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:

   a. The 120th date after you acquire or form the organization; or

   b. The end of the policy period, whichever is earlier.

F. EXTENDED TOWING

Paragraph A.2. Towing of SECTION 111- PHYSICAL DAMAGE COVERAGE is deleted and replaced with the following:

Attachment Code: D483612
Certificate ID: 12125183
We will pay for towing and labor costs each time a covered "auto" is disabled. All labor must be performed at the place of disablement. If the "auto" is of the private passenger type, there will be no deductible. If the "auto" is other than a private passenger type, a $100 deductible will apply.

The most we will pay under this EXTENDED TOWING coverage is $750 per occurrence.

G. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

a. Transportation Expenses

The amount we will pay for temporary transportation expense is increased to $50 per day to a maximum of $3,000.

b. Loss of Use Expenses

The amount we will pay for loss of use is increased to $75 per day and to a maximum limit of $1,000.

H. RENTAL REIMBURSEMENT

1. This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as carrying physical damage coverage.

2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of coverage you have on each covered "auto".

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

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

   b. 30 days.

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

   a. Necessary and actual expenses incurred; or

   b. $50 per day.

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

6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the paragraph A.4. Coverage Extensions in SECTION III - PHYSICAL DAMAGE COVERAGE.

No deductible applies to this coverage.

I. AIRBAG COVERAGE

Exclusion B.3. in SECTION 11I- PHYSICAL DAMAGE COVERAGE is amended to add:

This exclusion does not apply to the accidental discharge of an airbag.

Attachment Code: D483612
Certificate ID: 12125183
J. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT

1. Coverage
   a. We will pay with respect to a covered "auto" described in the Schedule for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
   
   b. We will pay with respect to a covered "auto" described in the Schedule for "loss" to any accessories used with the electronic equipment described in Paragraph a. above. However, this does not include tapes, records or discs.

2. Exclusions

   The exclusions that apply to SECTION III - PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided by this endorsement. In addition, the following exclusions apply:

   We will not pay, under this endorsement, for either any electronic equipment or accessories used with such electronic equipment that is:

   a. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
   
   b. Both:

      (1) An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and

      (2) Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

3. Limit Of Insurance

   With respect to coverage under this endorsement, the Limit Of Insurance provision of SECTION III PHYSICAL DAMAGE COVERAGE is replaced by the following:

   a. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of anyone "accident" is the lesser of:

      (1) The actual cash value of the damaged or stolen property as of the time of the "loss";

      (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

      (3) $1,500.

   b. An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss".

   c. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

4. Deductible

   No deductible applies to this coverage.

   The insurance provided by this extension is excess over any other collectible insurance.

K. TAPES, RECORDS AND DISCS COVERAGE
Exclusion B.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

(1) Are your property or that of a family member, and

(2) Are in a covered "auto" at the time of "loss".

(a) The most we will pay for "loss" is $200. No Physical Damage Coverage deductible applies to this coverage.

This extension provides coverage only to a covered "auto".

L. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE AND GLASS REPAIR

Paragraph D. Deductible in SECTION 111 - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same occurrence, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

No deductible applies to glass damage if the glass is repaired rather than replaced.

M. PERSONAL EFFECTS COVERAGE

1. If you purchase Comprehensive Coverage on this policy for a stolen owned "auto", we will pay up to $600 for "personal effects" stolen with the "auto".

2. "Personal effects" as used in this extension means tangible property that is worn or carried by the "insured". "Personal effects" does not include tools, jewelry, money, securities, radar or laser detectors, or tapes, records, discs or similar audio, visual or data electronic equipment.

No deductible applies to this extension.

The insurance provided by this extension is excess over any other collectible insurance.

N. LOAN/LEASE PAYOFF COVERAGE

The SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and

2. Any:

   a. Overdue lease/loan payments at the time of the "loss";
b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

c. Security deposits not returned by the lessor;

d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

e. Carry-over balances from previous loans or leases.

O. CUSTOM SIGNS AND DECORATION

In the event of a total loss to a vehicle insured for auto physical damage coverage on this policy, in addition to the ACV of the vehicle, we will pay the actual cost to repair or replace signage or custom paint details up to $5,000.

P. HIRED AUTO PHYSICAL DAMAGE

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage's provided are extended to "autos" you hire of like kind and use subject to the following limit:

The most we will pay for anyone loss is the lesser of the following:

1. $50,000 per accident,

2. Actual Cash Value, or

3. The cost of repair.

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. This HIRED AUTO Physical Damage coverage is excess over any other collectible insurance. 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.

Q. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs A.2.a. of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced by:

a. In the event of "accident", claim, "suit" or "loss", you, your insurance manager or any other person you designate must give us or our authorized representative prompt notice of such "accident" or "loss". Include:

   (1) How, when and where the "accident" or "loss" occurred;

   (2) The "insured's" name and address; and

   (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident" or "loss" from your agent, servant, or "employee".

R. WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS - A.5. Transfer of Rights of Recovery Against Others to Us is amended as follows:

This condition does not apply to any person or organization to which you waived this condition by written
contract or agreement, but only to the extent that subrogation is waived prior to the "accident" or "loss" under a contract with that person or organization.

S. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. Concealment, Misrepresentation Or Fraud in SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

T. EXTENDED EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

Paragraph B.5.b. Other Insurance of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and 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".

U. POLICY PERIOD, COVERAGE TERRITORY

Paragraph B.7. Policy Period, Coverage Territory of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced by:

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

a. The United States of America.

b. The territories and possessions of the United States of America;

c. Puerto Rico;

d. Canada; and

e. Anywhere in the world if:

1. A covered "auto" is leased, hired, rented or borrowed for a period of 30 days or less; and

2. The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.
V. DEFINITION OF BODILY INJURY AMENDED

Paragraph C. of SECTION V • DEFINITIONS is amended to include:

"Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury". However, no coverage is provided for mental anguish or mental injury absent physical injury.

None of the extensions provided under this coverage endorsement apply if coverage is more specifically identified elsewhere in the policy or endorsements, for which a premium charge is made or a higher limit is identified. Under no circumstances is any limit provided under this extension to be combined with a limit provided elsewhere in the policy or endorsements.

148545 0110
DATE: August 1, 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 renewal with Laurence Schiff, MD, to provide mental health services to the inmates of the Coconino County Flagstaff Detention Facility for FY20 in the amount of $67,800.

RECOMMENDED MOTION:

Approve a contract renewal with to Laurence Schiff, MD to provide mental health services to the inmates of the Coconino County Flagstaff Detention Facility for FY20 in the amount of $67,800.

BACKGROUND:

RFP 2015-102 was released seeking bids for psychiatric services and prescribing privileges. The Coconino County Jail District received four bids on this RFP; The Guidance Center, Mark Collins/Pronghorn Psychiatry, Abigail Isaksow, and Dr. Schiff. A selection committee was formed to evaluate each bid and rank the bids based on criteria including services, correctional experience, accessibility and cost. The selection committee selected Dr. Laurence Schiff and the Board of Directors approved a contract with a one-year term, and 4 options for renewal. This is the final renewal of the contract.

Dr. Schiff has been provided exceptional psychiatric services since 2008. He has improved both the medical and mental health of inmates by prescribing medications with fewer long-term side effects and through the judicious use of best practices in correctional care. Formulary medications are reviewed and revised each year adding more effective psychotropic medications to better serve the mentally ill inmate population. Local providers coordinate treatment prescribing the same formulary medications for inmates remanded back into custody. By employing evidence-based practices that align with correctional standards the Jail District has also benefited from substantial savings and very few adverse events/outcomes.

ALTERNATIVES:

The alternative would be to open a formal bid process and select another vendor.
FISCAL IMPACT:

The compensation to Dr. Schiff is now $5,650 per month. The amount is budgeted in the Jail District budget using account# 1116.20.2003.2675.0000.633 and 1116.20.2003.2660.0000.633.

ATTACHMENTS:

1 - Staff Report
2 - CONTRACT
3 - INSURANCE AND SOLE PROP
This Fourth AMENDMENT (hereinafter this “Amendment”) is made this ___ day of ____________, 2019,

BETWEEN

COCONINO COUNTY JAIL DISTRICT, a tax levying public improvement district organized and established 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; and thereby enable and enhance 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), of 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the “County”),

AND

LAURENCE SCHIFF, MD, a sole proprietor at P O Box 6669, Kingman, Arizona 86402 (hereinafter the "Independent Contractor"),

WHEREAS:

A. The County and the Independent Contractor entered into an agreement commencing on the 1st day of December 2015, for the Independent Contractor to provide mental health services to the inmates of the Coconino County Detention Facility (hereinafter the “Agreement”); and

B. The Agreement provided for a one-year term with four additional one-year renewals; and

C. The parties wish to renew the Agreement for a one-year period and amend the compensation terms.

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

I. Compensation

The compensation is modified as follows; $5,650.00 per month for Services provided.

II. Term of Agreement

The Agreement is renewed for the period from the 1st day of July 2019 through the 30th day of June 2020.

III. 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 or as required by AZ law for personal 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 and employees 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.

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

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

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

LAURENCE SCHIFF, MD                COCONINO COUNTY JAIL DISTRICT

By __________________________      By __________________________
Laurence Schiff, MD                Lena Fowler, Chairwoman

ACKNOWLEDGED before me by Laurence Schiff as individual of and for Laurence Schiff on this ___ day of __________, 2019.

ATTEST:

________________________________________________________
Clerk of the Board

Approved as to form:

________________________________________________________
Deputy County Attorney

________________________________________________________
Notary Public

My Commission Expires
# Certificate of Liability Insurance

**Date (MM/DD/YYYY):** 5/9/2019

**Producer:**

**MOHAVE INSURANCE CENTER INC**
1875 Robinson Ave.
Kingman, AZ 86401

**Contact Name:** Caitlin McxDade
**Phone (Area No. Ext.):** (928)753-3400
**Fax (Area No.):** (928)753-3811
**E-mail Address:** cmcdade@frontier.com

**Insurer:** American Fire and Casualty Company

**Insured:** Dr Larry Schiff
PO Box 6669
Kingman, AZ 86402

**Coverages:**

**Certificate Number:** BZA57177238
**Revision Number:**

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

<table>
<thead>
<tr>
<th>LTR</th>
<th>Type of Insurance</th>
<th>Addition/Reduction</th>
<th>Policy Number</th>
<th>Policy Eff (MM/DD/YYYY)</th>
<th>Policy Exp (MM/DD/YYYY)</th>
<th>Limits</th>
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<tbody>
<tr>
<td>X</td>
<td>Commercial General Liability</td>
<td>Occur</td>
<td>Y N</td>
<td>BZA57177238</td>
<td>6/29/2019</td>
<td>6/29/2020</td>
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<td>$2,000,000</td>
</tr>
</tbody>
</table>

**Automobile Liability:**

**Workers Compensation and Employers' Liability:**

**Description of Operations / Locations / Vehicles:** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Psychological evaluator and medication subscriber.

Coconino County Jail District is listed as an additional insured.

**Certificate Holder:**

Coconino County Jail District
951 E Sawmill Rd
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:**

© 1988-2015 ACORD CORPORATION. All rights reserved.
# PSYCHIATRISTS PROFESSIONAL LIABILITY INSURANCE

## Certificate of Insurance

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage provided by the insurance policy below.

<table>
<thead>
<tr>
<th>1. NAME AND ADDRESS OF NAMED INSURED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laurence E. Schiff, M.D.</td>
</tr>
<tr>
<td>2002 N. Stockton Hill Road</td>
</tr>
<tr>
<td>Kingman, AZ  86401</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>2. COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fair American Insurance and Reinsurance Company</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. POLICY NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>IN - FCO06 - 033312780</td>
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</table>

<table>
<thead>
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<th>4. CERTIFICATE NUMBER</th>
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<tr>
<td>56616</td>
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</table>

<table>
<thead>
<tr>
<th>5. POLICY PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
</tr>
<tr>
<td>June 01, 2019</td>
</tr>
<tr>
<td>at 12:01 A.M. Standard Time</td>
</tr>
<tr>
<td>To:</td>
</tr>
<tr>
<td>June 01, 2020</td>
</tr>
<tr>
<td>at 12:01 A.M. Standard Time</td>
</tr>
</tbody>
</table>

Retro Date (Group): N/A at 12:01 A.M. Standard Time

Retro Date (N.I.): N/A at 12:01 A.M. Standard Time

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<tr>
<th>6. TYPE OF INSURANCE</th>
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</thead>
<tbody>
<tr>
<td>Professional Liability</td>
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<table>
<thead>
<tr>
<th>7. COVERED SPECIALTY</th>
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<tbody>
<tr>
<td>Forensic Psychiatry (MD)</td>
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</table>

<table>
<thead>
<tr>
<th>8. EFFECTIVE</th>
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</thead>
<tbody>
<tr>
<td>LIMITS OF LIABILITY</td>
</tr>
<tr>
<td>Occurrence</td>
</tr>
<tr>
<td>STATE/RATING AREA OTHER STATES</td>
</tr>
<tr>
<td>AZI</td>
</tr>
</tbody>
</table>

### 8. LIMITS OF LIABILITY

| 06/01/2019 | $1,000,000 / $1,000,000 / $3,000,000 |

<table>
<thead>
<tr>
<th>9. NAME AND ADDRESS OF CERTIFICATE HOLDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coconino County Jail</td>
</tr>
<tr>
<td>911 E. Sawmill Road</td>
</tr>
<tr>
<td>Flagstaff, AZ 86001</td>
</tr>
</tbody>
</table>

Should the above described policy be canceled before the expiration date thereof, the company will endeavor to mail written notice to the certification holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

<table>
<thead>
<tr>
<th>10. NAME AND ADDRESS OF ADMINISTRATOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Risk Management Services, Inc.</td>
</tr>
<tr>
<td>1401 Wilson Boulevard, Suite 700</td>
</tr>
<tr>
<td>Arlington, VA 22209</td>
</tr>
<tr>
<td>Telephone: (800) 245-3333</td>
</tr>
<tr>
<td><a href="mailto:clientservices@prms.com">clientservices@prms.com</a></td>
</tr>
<tr>
<td>May 15, 2019</td>
</tr>
</tbody>
</table>

Date

FAIR TPP0025 01 12

Chief Underwriting Officer
SOLE PROPRIETOR WAIVER/SINGLE MEMBER LLC WAIVER

Sole Proprietor to complete questions 1-5 (please type or print in blue or black)

Note: This form applies only to CopperPoint policyholders utilizing Sole Proprietors or Single Member LLC with no employees. If you are contracting with a Corporation, Partnership, Limited Liability Company (treated as a Corporation or Partnership), or a Sole Proprietor/Single Member LLC with employees, this form does not apply.

The following is a written waiver under the compulsory workers compensation laws of the State of Arizona, A.R.S. §23-901 (et.seq.), and specifically, A.R.S. §23-961 (O), that provides that a Sole Proprietor may waive his/her rights to workers compensation coverage and benefits.

1. I am a Sole Proprietor or a Single Member LLC and I am doing business as: ____________________________
   Name of Sole Proprietor/Single Member LLC Business

2. I am a performing work as a Sole Proprietor/Single Member LLC for: ____________________________
   Name of Policyholders Business

3. I am not the employee of: ____________________________
   Name of Policyholders Business
   for workers compensation purposes.

4. Therefore, I am not entitled to workers compensation benefits from: ____________________________
   Name of Policyholders Business

   I understand that if I have any employees working for me, I must maintain workers compensation insurance on them.

5. Signature of Sole Proprietor/Single Member: ____________________________ Date: __________

Policyholder to complete questions 6-13 (please type or print in blue or black)

6. Name of Sole Proprietor/Single Member: ____________________________

7. Social Security Number: ____________________________

8. Street Address/P.O. Box: ____________________________ City: ____________________________ State: _______ Zip Code: _______

9. Policyholder Business Name: ____________________________
   CopperPoint Policy #: ____________________________

10. Street Address/P.O. Box: ____________________________ City: ____________________________ State: _______ Zip Code: _______

11. Duration of the work to be performed is: ____________________________
   Beginning Date ____________________________ thru: ____________________________
   Ending Date ____________________________

   Notice: This Waiver will not be valid or effective beyond the end date listed above. Work performed beyond the end date listed will require a new waiver or remuneration for the work will be subject to premium charges.

12. Signature of Policyholder: ____________________________ Date: ____________________________

   Owner, Partner or Corporate Officer

13. Print Name of Above Signature: ____________________________

Be prepared to provide these documents to us upon request in the event of a claim or premium audit.
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Jim Driscoll, Coconino County Sheriff

SUBJECT: Consideration and possible action regarding approval of a budget adjustment and purchase order with Shamrock Foods Company, utilizing Arizona State Contract CTR043423, to provide food products to the detention facility in the estimated amount of $227,000 in FY20.

RECOMMENDED MOTION:

Approve a budget adjustment and purchase order with Shamrock Foods Company, utilizing Arizona State Contract CTR043423, to provide food products to the detention facility in the estimated amount of $227,000 in FY20.

BACKGROUND:

Arizona State Contract # ADSPO13-046211 was renewed with Shamrock Foods Co. through 04/30/20 for food products. The detention facility is mandated to provide nutritional food to the inmates of the detention facility. Shamrock Foods Co. carries the necessary products needed and will be utilized one of two major food service providers. Shamrock carries items such as dry and canned groceries, frozen foods, meats, poultry, seafood, fresh produce, baked items, dairy, beverages, special dietary needs, and snacks. Approval of purchase order is requested for this vendor.

ALTERNATIVES:

The alternative would be to issue an RFP for the services.

FISCAL IMPACT:

Food services is a recurring expense currently budgeted for a total of $378,000 in the Jail District budget. Last year Shamrock was budgeted at $200,000. We are requesting a budget of $227,000, which requires a budget adjustment in the amount of $27,000. Additionally, our Good Source Solutions agenda item is requesting a budget adjustment in the amount of $28,000. This will increase the food services budget from $378,000 to $433,000 in account 1116.20.2003.2672.0000.633.502018
ATTACHMENTS:

1 - Staff Report
2 - INSURANCE CERTIFICATE
**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

Willis of Arizona, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

**INSURED**

Shamrock Foods Company, An Arizona Corporation
3900 E Camelback Rd.
Suite 300
Phoenix, AZ 85018

**COVERAGES**

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<tr>
<th>INSURER</th>
<th>POLICY NUMBER</th>
<th>TYPE OF INSURANCE</th>
<th>PROXIMATE</th>
<th>OCCUR</th>
<th>LIMITS</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
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<tr>
<td></td>
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<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>OCCUR</td>
<td>EACH OCCURRENCE</td>
<td>1,000,000</td>
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<td>DAMAGE TO RENTED PREMISES (Per occurrence)</td>
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<td>PERSONAL &amp; ADV INJURY</td>
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<td>10/01/2019</td>
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<td>NON-OWNED</td>
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<td>10/01/2019</td>
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<td>UMBRELLA LIABILITY</td>
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<td>CLAIMS-MADE</td>
<td>EACH OCCURRENCE</td>
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<td>AGGREGATE</td>
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<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</td>
<td>Y/N</td>
<td>PER STATUTE</td>
<td>1,000,000</td>
<td>10/01/2019</td>
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<td>E.L. EACH ACCIDENT</td>
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<td>10/01/2019</td>
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<td>E.L. DISEASE - EA EMPLOYEE</td>
<td>1,000,000</td>
<td>10/01/2019</td>
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<td>E.L. DISEASE - POLICY LIMIT</td>
<td>1,000,000</td>
<td>10/01/2019</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

Coconino County Jail District and The Independent Contractor will name the District, its agents, officers, employees are included as Additional Insureds as respects to General Liability if required by written contract.

Waiver of Subrogation applies in favor of Additional Insureds with respects to Workers Compensation if required by written contract and as permitted by law.

**CERTIFICATE HOLDER**

Coconino County Jail District
911 E Sawmill Road
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

John Smith

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DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Jim Driscoll, Coconino County Sheriff

SUBJECT: Consideration and possible action regarding approval of a Fiscal Year 2020 purchase order with Diamond Drugs, Inc., to provide prescription and over the counter medication to inmates of the Detention Facility, in the estimated amount of $230,000, utilizing the State of Minnesota Department of Administration Minnesota Multistate Contracting Alliance for Pharmacy Contract #MMS14004.

RECOMMENDED MOTION:

Approve a Fiscal Year 2020 purchase order with Diamond Drugs, Inc., to provide prescription and over the counter medication to inmates of the Detention Facility, in the estimated amount of $230,000, utilizing the State of Minnesota Department of Administration Minnesota Multistate Contracting Alliance for Pharmacy Contract #MMS14004.

BACKGROUND:

The Coconino County Adult Detention Facility and the Juvenile Detention Facility are required to provide prescription and over the counter medications (OTC) as ordered by the County contract physician or Nurse Practitioner.

Diamond Drugs is contracted with the State of Minnesota Department of Administration Minnesota Multistate Contracting Alliance for Pharmacy Contract #MMS14004. Coconino County has utilized this cooperative for three years and has received discounted pricing.

ALTERNATIVES:

These services are required. The alternative is to open another RFP and review bids. The Detention Facility is happy with the services and wishes to continue using Diamond Drugs.

FISCAL IMPACT:

Diamond Drugs informs our medical staff when medications in our formulary have dramatic increases. This notification allows our psychiatrist and doctor to use alternatives and continue to keep our cost down.
Over the last year, we are seeing brand increases of around 12% per year and generic increases of approximately 5% per year. For the past 90-days of actual utilization for our facility, brand medications were $38,500 x 1.12 x 4 = $172,480 projection. For generic medications the spend has been $13,500 x 1.05 x 4 = $56,700 projection. Diamond Drugs is not expecting any generic releases that would significantly impact our budget.

This service is budgeted in the Jail District budget, account # 1116-20-2003-2675-0000-633-50-2021.

ATTACHMENTS:

1 - Staff Report
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Michael Oxtoby, Interim Chief Health Officer

SUBJECT: Consideration and possible action regarding approval of Agreement No. CTR043280, Amendment No. 9 between the Coconino County Public Health Services District (CCPHSD) and the Arizona Department of Health Services (ADHS) for the period of July 1, 2019 to June 30, 2020 in the amount of $753,788 to provide tobacco and chronic disease education and prevention services, injury prevention education, family planning, health policy analysis, and public health accreditation activities; the contract initiates Year 5 of services and funding for the Healthy People Healthy Communities Intergovernmental Agreement (IGA).

RECOMMENDED MOTION:

Approve Agreement No. CTR043280, Amendment No. 9 between the Coconino County Public Health Services District (CCPHSD) and the Arizona Department of Health Services (ADHS) for the period of July 1, 2019 to June 30, 2020 in the amount of $753,788 to provide tobacco and chronic disease education and prevention services, injury prevention education, family planning, health policy analysis, and public health accreditation activities; the contract initiates Year 5 of services and funding for the Healthy People Healthy Communities Intergovernmental Agreement (IGA).

BACKGROUND:

The Healthy Communities Healthy People IGA, ADHS16-099160 (changed to Agreement No. CTR043280 in Amendment No. 8 in FY19), was developed in FY16 to streamline the administrative functions of multiple state prevention programs.

ADHS issued Amendment No. 9 of the IGA to provide level funding for the Tobacco and Chronic Disease Prevention Program, Health in Arizona Policy Initiative (HAPI), Public Health Accreditation, Teen Pregnancy Prevention (TPP), Injury Prevention and Family Planning Services for (Title V) for FY20.
ALTERNATIVES:

The Board could choose not to approve this IGA Amendment, which would result in the loss of $753,788 currently used to fund the Tobacco and Chronic Disease Prevention, HAPI, Injury Prevention, TPP, and Preventative Health and Health Services Block Grant Programs.

FISCAL IMPACT:

Cost center amounts affected by this IGA are Tobacco and Chronic Disease Prevention (1301.31.3106.4835.0000 at $410,000), HAPI (1296.31.3101.4831.0000 at $64,224), Public Health Accreditation Program (1298.31.3101.4832.0000 at $54,704), Teen Pregnancy Prevention (1286.31.3104.4790.0000 at $125,000), and Community Health and Family Planning Services (1278.31.3106.4817.0000 at $99,860) for a grand total of $753,788.

ATTACHMENTS:

1 - Staff Report
2 - IGA - CTR043280 AMENDMENT 9
Effective upon signature, it is mutually agreed that the Agreement referenced above is amended as follows:

1. Pursuant to Terms and Conditions, Provision 6. Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, the Agreement Terms and Conditions are revised as follows:

   1.1 Provision Five (5) Costs and Payments, Section 5.2 Recoupment of Contract Payments, Subsection 5.2.3 is replaced with the following:

   5.2.3. Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 5.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

Coconino County

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Contractor Authorized Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>2625 N. King Street</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>Printed Name</td>
</tr>
<tr>
<td>Flagstaff, AZ</td>
<td>Title</td>
</tr>
<tr>
<td>City</td>
<td></td>
</tr>
<tr>
<td>State</td>
<td></td>
</tr>
<tr>
<td>Zip</td>
<td></td>
</tr>
</tbody>
</table>

CONTRACTOR ATTORNEY SIGNATURE

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

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Attorney General Contract No. CTR043280, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

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

State of Arizona

Signed this ______ day of ___________________ 2019

Procurement Officer
1.2. Provision Twenty (20) is added as follows:


If applicable, the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at http://azdhs.gov/procurement and must be returned to the ADHS by the 15th of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: ADHS_Grant@azdhs.gov. All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at http://www.whitehouse.gov/omb/open. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding $30,000.00 during the term of the Award.

2. The Agreement Scope of Work is revised as follows:

2.1. Provision Five (5), Evidence Based Strategies is replaced with the following:

5. Evidence Based Strategies

Evidence-Based Strategies are strategies that explicitly link public health or clinical practice recommendation to scientific evidence of the effectiveness and/or other characteristics of such practices. (Reference: Community Guide: http://www.thecommunityguide.org) Evidence based public health practice is the careful, intentional and sensible use of current best scientific evidence in making decisions about the choice and application of public health interventions. (Reference: Community Commons http://www.communitycommons.org) Counties will select from a menu of evidence-based strategies found in Exhibits A – G specific to each of the following program areas:

5.1. Exhibit A – Tobacco;

5.2. Exhibit B – DELETED (Included in Exhibit C);

5.3. Exhibit C - Health in Arizona Policy Initiative (HAPI)/Chronic Disease;

5.4. Exhibit D - Public Health Accreditation Preparation;

5.5. Exhibit E - Teen Pregnancy Prevention;

5.6. Exhibit F – DELETED (Included in Exhibit G); and

5.7. Exhibit G - Family Planning/Maternal and Child Health.

2.2. Provision Ten (10), Section 10.7 is replaced with the following:

10.7. Exhibit A-G Strategies for each Program and Program Specific Tasks/Requirements and Deliverables (if any).

10.7.1. Exhibit A– Tobacco;

10.7.2. Exhibit B – DELETED (Included in Exhibit C);

10.7.3. Exhibit C - Health in Arizona Policy Initiative (HAPI)/Chronic Disease;
10.7.4. Exhibit D – Public Health and Health Services Block Grant;

10.7.5. Exhibit E – Teen Pregnancy Prevention;

10.7.6. Exhibit F – DELETED (Included in Exhibit G); and


2.3. Provision Eleven (11), Section 11.1 is replaced with the following:

11.1. Notices, correspondence, reports and invoices/CERs from the contractor to ADHS shall be sent to:

Arizona Department of Health Services
150 N. 18th Avenue, Suite 300
Phoenix, AZ 85007
Attn: Mark Martz, Program Manager
Mark.Martz@azdhs.gov, 602-364-2586

3. The Intergovernmental Agreement Exhibit C is replaced with the Exhibit C of this Amendment number Two (2).

4. The Intergovernmental Agreement Exhibit G is replaced with the Exhibit G of this Amendment number Two (2).

5. The Intergovernmental Agreement Price Sheet is replaced with the Price Sheet of this Amendment number Two (2). Revised Grand Total amount is equal to $711,010.00. ProcureAZ Items Tab will be updated upon execution of this Amendment.
EXHIBIT C

Evidence-Based Strategies for Health in Arizona Policy Initiative (HAPI)/Chronic Disease

Counties may select one (1) or more strategies from the Health in Arizona Policy Initiative (HAPI) strategic area, and one (1) or more strategies from the Chronic Disease strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

1. Strategic Area: Health in Arizona Policy Initiative (HAPI)
   1.1. Program Strategy/s:
      1.1.1. Procurement of Healthy Foods:
         1.1.1.1. Improve procurement policies around the nutrition quality of foods served in institutional cafeterias and/or vending machines;
         1.1.1.2. Establish contract and bid writing standards to promote healthy food and beverages;
         1.1.1.3. Establish healthy vending policies within institutions;
         1.1.1.4. Establish nutrition standards for the procurement of foods and beverages offered in the workplace;
         1.1.1.5. Establish menu labeling on all food and beverage items on foods sold in cafeterias and/or vending machines, including highlighting and promoting healthier options aligning with Dietary Guidelines for sodium, fat, and sugar;
         1.1.1.6. Establish food and beverage pricing strategies pricing healthy foods lower and/or less healthy foods higher; and
         1.1.1.7. Other evidence based related strategy.
      1.1.2. Healthy Community Design:
         1.1.2.1. Establish community design standards to make streets safe for all users, including pedestrians, bicyclists, and users of public transit;
         1.1.2.2. Establish community design protocols through Health Impact Assessments (HIA's) to assess the impact of community design changes on community health and wellbeing;
         1.1.2.3. Increase accessibility, availability, affordability and identification of healthful foods in communities, including provision of full service grocery stores, farmers markets, small store initiatives, mobile vending carts, and/or restaurant initiatives;
         1.1.2.4. Establish sites for community gardens in institutional settings and/or underserved areas; and
         1.1.2.5. Other evidence based related strategy.
      1.1.3. School Health:
         1.1.3.1. Improve countywide nutrition, physical activity, and screen time policies and practices in early care through postsecondary education settings;
         1.1.3.2. Improve the nutrition quality of foods and beverages served in schools;
1.1.3.3. Improve the quality and amount of physical education and/or physical activity in schools;
1.1.3.4. Target outreach and enrollment efforts to populations disproportionately uninsured.
1.1.3.5. Support the work of schools to implement School Health Index/School Health Assessment; and
1.1.3.6. Other evidence based related strategy.

1.1.4. Healthy Worksites:
1.1.4.1. Increase opportunities for physical activity in the workplace;
1.1.4.2. Establish incentive programs, such as flextime, rewarding and/or recognizing employee healthy behaviors;
1.1.4.3. Provide disease self-management classes to employees;
1.1.4.4. Increase the number of employers that incorporate nationally recognized preventive health screenings within health plans;
1.1.4.5. Increase the number of employees that utilize preventive health screenings within employer health plans;
1.1.4.6. Increase policies and practices to support breastfeeding in the workplace, especially in agencies providing WIC services;
1.1.4.7. Increase WIC employee participation and utilization of worksite wellness activities such as, but not limited to physical activity, healthy eating, preventive health screenings and stress management; and
1.1.4.8. Other evidence based related strategy.

1.1.5. Clinical Care:
1.1.5.1. Link evidence-based community and clinical preventive services such as efforts, which drive disparate populations into healthcare providers who offer preventive care consistent with the U.S. Preventive Services Taskforce (USPSTF) A & B Recommendations: [http://www.uspreventiveservicestaskforce.org](http://www.uspreventiveservicestaskforce.org), (e.g., community-based promotoras working collaboratively with patient navigators within community health centers);
1.1.5.2. Increase the number of health care providers and staff that complete the Culturally and Linguistically Appropriate Services (CLAS) Standards training;
1.1.5.3. Improve health insurance literacy of consumers to increase enrollment in and utilization of insurance plans; and
1.1.5.4. Other evidence based related strategy.

1.1.6. Children and Youth with Special Health Care Needs:
1.1.6.1. Promote inclusion of focus on children and youth/young adults with special health care needs;
1.1.6.2. Conduct countywide needs assessment for Children/Youth with Special Healthcare Needs;
1.1.6.3. Establish a coalition or advocacy council consisting of 50% family members and young adults and 50% professionals working with children and youth with special health care needs;
1.1.6.4. Ensure family members and young adults who are part of the coalition or advocacy council are involved in policy and program development, implementation, and evaluation at the county level; and
1.1.6.5. Other evidence-based related strategy.

2. Chronic Disease

2.1. Program Strategy/s:

2.1.1. Improve public awareness of Alzheimer's disease and available resources for patients, caregivers and/or family members and health care providers;

2.1.2. Improve public awareness of risk factors and detection of pulmonary disease.

2.1.3. Promote and implement the Million Hearts Initiative;

2.1.4. Implement the Stanford Chronic Disease Self-Management model (including Spanish version) and/or other self-management model;

2.1.5. Other evidence-based related strategy.

3. HAPI Specific Tasks and Requirements:

3.1. A portion of activities identified in the action plan must include those that will benefit the health of low-income women, infants, and children; and

3.2. The County will coordinate school health activities with any other funding received for school health activities such as the Arizona Nutrition Network.

4. Chronic Disease Specific Tasks and Requirements:


5. Listed below are specific tasks and requirements related to the Menu of Strategy Options for Chronic Disease.

5.1. Alzheimer's/Dementia:

5.1.1. The County will work with the Alzheimer's Association- Desert Southwest Chapter to increase public awareness of Alzheimer's/Dementia including the warning signs of Alzheimer's disease to patients, caregivers and/or family members and health care providers; and

5.1.2. The County will work with the Alzheimer's Association-Desert Southwest Chapter to provide resources to providers and implement a referral process to the Alzheimer's Association from provider's offices.

5.2. Chronic Lower Pulmonary Disease:

5.2.1. The County will work with the America Lung Association/Arizona Chapter to increase public awareness of risk factors and detection of pulmonary disease;

5.2.2. The County will work with the American Lung Association/Arizona Chapter to increase the use of home-based, comprehensive interventions with an environmental focus for children and adolescents for children and adolescents with asthma; and
5.2.3. The County will work with the American Lung Association/Arizona Chapter to increase early intervention and participation in disease management programs.

5.3. Cardiovascular Disease:

5.3.1. The County will work with ADHS/BTCD Office of Chronic Disease to implement and promote the Million Hearts Initiative; and

5.3.2. Increase intervention and participation in disease management programs.

5.4. Chronic Disease Self-Management:

5.4.1. The County will implement Chronic Disease Self-Management programs (Include related Spanish version(s));

5.4.2. The County will ensure that staff is trained; and

5.4.3. The County will participate in regional meetings held by Arizona Living Well Institute. The number of trainings held, lay leaders trained, master leaders trained and number of organizations, agencies, healthy systems, providers that were contacted to increase referrals.

EXHIBIT G

Evidence-Based Strategies for Family Planning/Maternal and Child Health (Title V Block Grant)

1. Maternal and Child Health

1.1. Program Strategies:

1.1.1. The County shall implement a clinic based reproductive health program which enhances maternal and infant health by providing accessible, comprehensive education, screening and contraceptive services to underserved individuals of reproductive age as outlined in the ADHS Family Planning Policy and Procedure Manual.

1.1.2. The County shall implement multi-faceted, evidence based or evidence informed strategies at the county level that address state priorities as identified through Arizona’s 2016 Title V Maternal Child Health Block Grant application targeting one or more of the Title V MCH Block Grant population health domains (i.e. Women/Maternal Health, Perinatal/Infant Health, Child Health, CSHCN, Adolescent Health and Cross cutting or Life Course). The strategies selected must impact one or more of the National Performance Measures which will in turn influence the National Outcome Measures. The County shall select from the following:

1.1.2.1. Increase the percent of women with a past year preventive medical visit;

1.1.2.2. Increase the percent of infants who are ever breastfed and (B) increase the percent of infants breastfed exclusively through 6 months;

1.1.2.3. Decrease the rate of hospitalizations for non-fatal injury per 100,000 children ages 0-9 and adolescents ages 10-19. Counties may choose from one or more of the following:

1.1.2.3.1. Increase safe sleep environment;

1.1.2.3.2. Decrease injury around the house for the 1-4 yr old group; and

1.1.2.3.3. Decrease injury to teens from car crashes.

1.1.2.4. Decrease the percent of adolescents, ages 12-17, who are bullied or who bully others;
1.1.2.5. Increase the percent of adolescents, ages 12-17, with a preventive medical visit in the past year; and

1.1.2.6. (A) Decrease the percent of women who smoke during pregnancy (B) Decrease the percent of children who live in households where someone smokes.

1.2. Maternal and Child Health Specific Tasks and Requirements:

1.2.1. If a County chooses to implement 1.1.1, Family Planning Program Strategy, the County will also implement, at a minimum, one (1) 1.1.2 Maternal and Child Health Strategy.

1.2.2. Media and/or printed educational materials will adhere to the required wording as follows: “Funded in part by the Bureau of Women’s and Children’s Health as made available through the Arizona Department of Health Services.” Additionally, media and/or printed educational materials will also adhere to the required wording as follows: “This project is supported by funds from the Department of Health and Human Services (DHHS), Health Resources and Services Administration, Maternal and Child Health Bureau, under grant number 93.994 and title for $ (to be filled in by Grantee upon receipt of grant award). The information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should be any endorsements be inferred by the U.S. Government, DHHS, or HRSA.
### ACTION PLAN

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<th>NUMBER OF UNITS</th>
<th>UNIT RATE</th>
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<td>Action Plan – HAPI – includes Tobacco Prop 200 = $19,065.00; Chronic Disease Prop 303 = $2,435.00; WIC Lottery = $7,700.00; WCH Block Grant CYSHCN = $500.00; Family Planning/ MCH = $19,972.00; Teen Pregnancy = $25,000.00</td>
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### HEALTH IN ARIZONA POLICY INITIATIVE

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<tr>
<td>See SOW for Specific Service Strategies (i.e. Alzheimer’s, Chronic Pulmonary Disease, Hypertension, Self-Management, Procurement, Healthy Community Design, School Health, Worksite Wellness, Clinical Care, and Special Health Care Needs)</td>
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(Funding Per Quarter includes:
- Chronic Disease Prop 303 = $8,923.25;
- WIC Lottery = $8,075.00;
- WCH Block Grant CYSHCN = $3,574.00)
**COCONINO**

**PREVENTIVE HEALTH AND HEALTH SERVICES BLOCK GRANT - ACCREDITATION**

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<td>See SOW for Specific Service Strategies (i.e. Fees for ACCREDITATION, Quality Improvement Projects, Workforce Development Implementation, Performance Management Documentation, Progress Toward County Health Improvement Plan)</td>
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**FAMILY PLANNING / MATERNAL and CHILD HEALTH (Title V Block Grant)**

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**TEEN PREGNANCY PREVENTION**

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**TOTAL**

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<td>GRAND TOTAL</td>
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DATE: August 1, 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 purchase order for immunizations from Glaxo-Smith-Kline, to protect against vaccine-preventable diseases, in the maximum amount of $100,000.

RECOMMENDED MOTION:

Approve a purchase order for immunizations from Glaxo-Smith-Kline, to protect against vaccine-preventable diseases, in the maximum amount of $100,000.

BACKGROUND:

Glaxo-Smith-Kline (GSK) is a pharmaceutical company that manufactures several proprietary vaccines that protect against vaccine-preventable diseases. These vaccines include Shingrix, Twinrix, Engerix, Bexsero, and Rabavert. These vaccines protect against Varicella Zoster virus in the form of Shingles, Hepatitis A and B, meningococcal disease (Group B), and rabies.

Due to an increase in demand for the above immunizations, CCPHSD is requesting an increase in the purchase order to enable purchasing up to $100,000 for FY20. In order to obtain the most economical prices possible, CCPHSD participates in the Minnesota Multi-State Contracting Alliance for Pharmacy (MMCAP), a group purchasing organization for immunizations and other pharmaceuticals that serves government entities. This increase will allow continuation of immunization services to protect against the above-listed pathogens.

ALTERNATIVES:

The Board can opt not to approve this purchase order request, which would limit the funding available to deliver immunization services to residents.

FISCAL IMPACT:

The budget cost center is 1276.31.3104.4748.0000.662.502021. The maximum amount available to be expended for vaccines would be $100,000 annually.
ATTACHMENTS:

1 - Staff Report
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Michael Oxtoby, Interim Chief Health Officer

SUBJECT: Consideration and possible action regarding the approval of a purchase order for immunizations from Sanofi Pasteur, to protect against vaccine-preventable diseases, in a maximum amount of $100,000.

RECOMMENDED MOTION:

Approve a purchase order for immunizations from Sanofi Pasteur, to protect against vaccine-preventable diseases, in a maximum amount of $100,000.

BACKGROUND:

Sanofi Pasteur is a pharmaceutical company that manufactures several proprietary vaccines that protect against vaccine-preventable diseases. These vaccines include Ipol, Tenivac, Flublok, Fluzone (High-Dose), and Imovax. These vaccines protect against polio, tetanus, diphtheria, seasonal influenza and rabies.

Due to an increase in demand for the above immunizations, CCPHSD is requesting an increase in the purchase order to enable purchasing up to $100,000 for FY20. In order to obtain the most economical prices possible, CCPHSD participates in the Minnesota Multi-State Contracting Alliance for Pharmacy (MMCAP), a group purchasing organization for immunizations and other pharmaceuticals that serves government entities. This increase will allow continuation of immunization services to protect against the above-listed pathogens.

ALTERNATIVES:

The Board can opt not to approve this purchase order request, which would limit the funding available to deliver immunization services to residents.

FISCAL IMPACT:

The budget cost center is 1276.31.3104.4748.0000.662.502021. The maximum amount available to be expended for vaccines would be $100,000 annually.
ATTACHMENTS:

1 - Staff Report
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Michael Oxtoby, Interim Chief Health Officer

SUBJECT: Consideration and possible action regarding approval to accept funding from the United Way of Northern Arizona to the Coconino County Public Health Services District (CCPHSD), in the amount of $5,265.00 for FY20, allowing CCPHSD to spend the grant award to provide Teen Clinic medical supplies and services.

RECOMMENDED MOTION:

Move to approve and accept funding from the United Way of Northern Arizona to the Coconino County Public Health Services District (CCPHSD), in the amount of $5,265.00 for FY20, allowing CCPHSD to spend the grant award to provide Teen Clinic medical supplies and services.

BACKGROUND:

CCPHSD’s Teen Clinic is funded by the CCPHSD General Fund and United Way of Northern Arizona to provide sexual health education and services for local teenagers. The Teen Clinic provides afternoon walk-in services on Tuesday and Wednesday, and appointments during normal business hours, Monday – Friday, 8 AM to 5 PM.

The United Way funding will be used to support Teen Clinic operational expenses.

ALTERNATIVES:

The Board could choose to not accept the United Way grant funding, but this could result in an audit exception for exceeding the approved expenditure limit.

FISCAL IMPACT:

The FY20 award is $5,265.00. Total planned FY20 expenditures are $5,265.00. Funding will be used for operational expenses. The cost center is 1273.31.3106.4807.0000. This funding will be used to offset CCPHSD expenses.
ATTACHMENTS:

1 - Staff Report
2 - AWARD NOTIFICATION
3 - AGREEMENT
4 - UNITED WAY FUNDING AGREEMENT
Coconino County Public Health Services District  
2625 King Street  
Flagstaff, AZ 86004  

Dear Coconino County Public Health Services District,

We are pleased to inform you that the Community Investment volunteers and the Board of Directors of United Way of Northern Arizona (UWNA) reviewed your recent funding request application and have awarded for the period 07/01/2019 through 06/30/2020.

Coconino County - Teen Wellness Clinic program – Total Award $5,265.00

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<tr>
<td>UWNA Community Impact Fund</td>
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<td>City of Flagstaff Social Services Fund</td>
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<td>Coconino County Social Services Fund</td>
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<tr>
<td>Arizona Charitable Tax Credit</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$5,265.00</strong></td>
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Your application was evaluated by a group of dedicated volunteers. The total score of your application determined the level of funding. A copy of the score and comments will be provided to you via the agency portal in July 2019.

Attached please find a copy of the 2019/2020 United Way of Northern Arizona Community Impact funding agreement. Please sign the agreement and return the signature page back to UWNA no later than 07/15/2018. Funds will not be distributed without a signed agreement.

The payment schedule for 2019/2020:

<table>
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<th>Date</th>
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<tr>
<td>08/16/2019</td>
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<tr>
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<td>02/16/2020</td>
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<tr>
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</table>

We are looking forward to our collaboration in the coming year.

Congratulations!

Carol Dykes  
President/CEO  

Improving lives by mobilizing communities to create lasting changes in community conditions.
2019/2020
United Way of Northern Arizona (UWNA)
Community Impact Fund
Qualified Agency Funding Agreement

Recital
The mission of United Way of Northern Arizona is improving lives by mobilizing communities to create lasting changes in community conditions. UWNA Community Impact Funds are made to qualified agencies for services deemed necessary to achieve the community outcomes established by UWNA in the Areas of Impact:

- Child Enrichment & Youth Empowerment
- Safe and Caring Communities
- Self Sufficiency & Meeting Basic Needs
- Improving Physical and Emotional Wellness

The purpose of this Agreement is to outline responsibilities and expectations for accepting funding support from UWNA, including funds from City of Flagstaff, Coconino County, and Arizona Charitable Tax Credit sources. To be eligible for certain categories of these funds, non-profit agencies must be a Qualified Agency (see section VIII, for requirements).

The relationship between UWNA and a Qualified Agency is fundamentally focused on improving our community through the achievement of UWNA community outcomes which correspond to each Area of Impact. Within each Impact area, the framework of measurable results needs to be established along with the planned program inputs/activities/outputs. Progress provided in reporting will be made available to donors, key leaders, and the general community through varying channels showing impact made in the community.

UWNA commits to maintaining the best possible relations with each Qualified Agency by assuring the following:

- UWNA will clearly describe the process for using the framework of establishing a program logic model to support outcome reporting.
• Assure that funding decisions are made by teams of community volunteers after careful study of the Qualified Agency’s capacity to contribute towards the achievements set forth in their application.

• Give the rationale for the funding level or other decisions.

• Emphasize that the standards required in this agreement stem from the community’s requirements and expectations of UWNA.

• Provide assistance, as requested, to facilitate understanding of the materials and reporting requirements, including the consequences of failing to meet reporting and management standards or failing to deliver expected results.

I. Mutual Beliefs of this Agreement
   a) This agreement is based on the mutual beliefs by both UWNA and the Qualified Agency that:
      i. Achieve the community outcomes for Coconino, Navajo, and Apache County areas (excluding those areas within the boundaries of the Navajo Nation) as developed, articulated and managed by UWNA requires the united efforts of all segments of the community.
      ii. Provide a clear understanding and mutual acceptance of the respective roles of UWNA and the Qualified Agency are essential to the joint efforts needed to achieve the UWNA community outcomes described in the recital, for Coconino, Navajo and Apache County areas (excluding those areas within the boundaries of the Navajo Nation).

II. Agreement Timeframe & Funding Period
   a) Current funding will be July 1, 2019, to June 30, 2020.

   b) Funding commitments will be for one year only.

   c) Funding is dependent upon compliance with this agreement and availability of funds.

   d) The agreement period of performance commences on for July 1, 2019, through June 30, 2020, unless terminated.

III. Use of Funds
   a) The funded Qualified Agency agrees to UWNA, City of Flagstaff, Coconino County, and Arizona Charitable Tax Credit funds for the exclusive purpose to cost-effectively achieve the service delivery outcomes defined in the community outcomes.

IV. Reporting Cycle
   a) Semi-annual reports will be due to UWNA, consisting of a Mid-Year Report and Year End Report.

   b) Delinquent reports will affect eligibility of future funding applications.
V. Expected Results
   a) The funding application submitted for funding by the Qualified Agency should correspond to the community outcome(s) that are outlined under the Areas of Impact listed below:

   b) The application, Mid-Year report and Year End report will be made available for submission on Andar CB: https://andar.nazunitedway.org/crm/Start.jsp.

   c) If the requirement of the Expected Results portion of this agreement is not met during the period of performance (July 1, 2019-June 30, 2020), UWNA shall be entitled, in its sole discretion, to withhold or revoke future funding and depending on circumstances seek recovery of allocations previously paid.

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   a) Funds will be distributed on a quarterly basis beginning August 16, 2019. The following is the payment schedule.

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   a) Payments may be withheld or revoked for the following reasons:

   i. Failure to comply with the terms of this agreement.

   ii. Failure to provide the reporting documentation requested in a timely manner.

   iii. Failure to execute the proposed program plan.

   iv. Failure to progress in meeting proposed outcome(s).

   v. Failure to notify UWNA of circumstances that threaten the proposed program when they arise.

   vi. Investigation of the Qualified Agency for misconduct.

   vii. UWNA reserves the right to withhold or revoke payments for any other variable at its discretion.
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a) To be a Qualified Agency funded by UWNA, the following minimum requirements must be evident:

i. Ongoing status as a not-for-profit corporation qualifying under IRS Code 501(c)(3), government, or public not-for-profit organization.

ii. Conduct a UWNA employee campaign for the agency employees.

iii. Shall not require adherence to a particular religious belief as a pre-requisite to receiving services paid for by UWNA.

iv. Be governed by a board that is composed solely of independent volunteers.

v. Operate according to a policy of non-discrimination in respects to governing board, staff, volunteers, and clients or services recipients.

vi. Abide by all pertinent federal, state, and local laws.

vii. Be in compliance with the spirit and intent of the USA Patriot Act and other anti-terrorism laws.

viii. Immediately notify UWNA of any allegation or suspicion of impropriety or misconduct by the Agency, Agency employees, or Agency volunteers that would potentially reflect negatively on the Agency or the UWNA.

ix. Immediately notify the UWNA of any significant changes that could affect the expected results of the program funded by UWNA.

IX. Ethical Responsibilities

a) The Qualified Agency agrees to avoid any actions that might jeopardize the integrity of UWNA, including, but not limited to, the mismanagement of funds, negative publicity, and unethical fundraising practices.

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c) The Qualified Agency will accord UWNA the same positive respect in the public arena as it would any major donor. This includes: volunteer and professional staff comments to media; contact with community leaders; and communications through other public forums, including mail, email, websites, and social media.

X. Qualified Agency Fund Raising

a) UWNA requires Qualified Agency representatives to adhere to the following when making presentations to employee or community groups on behalf of UWNA in the management of their own internal UWNA campaign:

i. The Qualified Agency will promote UWNA’s “Community Impact Fund” in a positive manner and as the best option for giving.
ii. The Qualified Agency will discourage, both publicly and privately, the giving of designated or restricted funds to their Qualified Agency directly to or through the UWNA campaign.

XI. Promoting UWNA Affiliation
   a) The Qualified Agency agrees to the following:
   iii. To Display and maintain the proper UWNA affiliated signage in prominent places at each location where UWNA funded services are provided. Signage will be provided by UWNA.
   iv. To display, where practical, on all letterheads, literature, brochures, websites, etc. produced by the local agency, the UWNA logo, and the phrase “Partner of United Way of Northern Arizona” or the equivalent.

   To include in all public service announcements, news releases, articles, advertisements, etc., including those related to fund-raising, wording, in effect, as a follows: “United Way of Northern Arizona Partner Agency.”

XII. Termination
   a) This agreement may be terminated at any time upon mutual written consent of either party.
   b) If either party fails to comply with the provisions of this Agreement.
   c) Any breach or violation of any of the terms or conditions of this Agreement by the agency may result in either a forfeiture of part or all of its allocation or withholding of the same until such time as the Qualified Agency’s breach or violation is corrected.
   d) Any forbearance by either party in exercising any right or remedy hereunder, or otherwise afforded by applicable law, will not be a waiver of or preclude the exercise of any such right or remedy. A Qualified Agency may appeal actions of UWNA program staff to the UWNA President and CEO who may, to assure successful resolution, refer the matter to UWNA’s volunteer leadership in a manner consistent with the nature of the issue.
   e) UWNA reserves the right to terminate the agreement for any other variable at its discretion.
2019/2020
United Way of Northern Arizona (UWNA)
Community Impact Fund
Qualified Agency Funding Agreement

By signing this agreement, the Qualified Agency acknowledges that they agree to abide by the terms contained therein.

Qualified Agency:

Program Name:

Chief Volunteer/Board Officer Printed Name:

X

Title:________________________________________

Date:__________________

Chief Administrative Officer Printed Name:

X

Title:________________________________________

Date:__________________

United Way of Northern Arizona

Title: __________________________

Date: __________________________
2019/2020
United Way of Northern Arizona (UWNA)
Community Impact Fund
Qualified Agency Funding Agreement

Recital

The mission of United Way of Northern Arizona is improving lives by mobilizing communities to create lasting changes in community conditions. UWNA Community Impact Funds are made to qualified agencies for services deemed necessary to achieve the community outcomes established by UWNA in the Areas of Impact:

- Child Enrichment & Youth Empowerment
- Safe and Caring Communities
- Self Sufficiency & Meeting Basic Needs
- Improving Physical and Emotional Wellness

The purpose of this Agreement is to outline responsibilities and expectations for accepting funding support from UWNA, including funds from City of Flagstaff, Coconino County, and Arizona Charitable Tax Credit sources. To be eligible for certain categories of these funds, non-profit agencies must be a Qualified Agency (see section VIII, for requirements).

The relationship between UWNA and a Qualified Agency is fundamentally focused on improving our community through the achievement of UWNA community outcomes which correspond to each Area of Impact. Within each Impact area, the framework of measurable results needs to be established along with the planned program inputs/activities/outputs. Progress provided in reporting will be made available to donors, key leaders, and the general community through varying channels showing impact made in the community.

UWNA commits to maintaining the best possible relations with each Qualified Agency by assuring the following:

- UWNA will clearly describe the process for using the framework of establishing a program logic model to support outcome reporting.
• Assure that funding decisions are made by teams of community volunteers after careful study of the Qualified Agency’s capacity to contribute towards the achievements set forth in their application.

• Give the rationale for the funding level or other decisions.

• Emphasize that the standards required in this agreement stem from the community’s requirements and expectations of UWNA.

• Provide assistance, as requested, to facilitate understanding of the materials and reporting requirements, including the consequences of failing to meet reporting and management standards or failing to deliver expected results.

I. Mutual Beliefs of this Agreement
   a) This agreement is based on the mutual beliefs by both UWNA and the Qualified Agency that:
      i. Achieve the community outcomes for Coconino, Navajo, and Apache County areas (excluding those areas within the boundaries of the Navajo Nation) as developed, articulated and managed by UWNA requires the united efforts of all segments of the community.
      ii. Provide a clear understanding and mutual acceptance of the respective roles of UWNA and the Qualified Agency are essential to the joint efforts needed to achieve the UWNA community outcomes described in the recital, for Coconino, Navajo and Apache County areas (excluding those areas within the boundaries of the Navajo Nation).

II. Agreement Timeframe & Funding Period
   a) Current funding will be July 1, 2019, to June 30, 2020.
   b) Funding commitments will be for one year only.
   c) Funding is dependent upon compliance with this agreement and availability of funds.
   d) The agreement period of performance commences on for July 1, 2019, through June 30, 2020, unless terminated.

III. Use of Funds
   a) The funded Qualified Agency agrees to UWNA, City of Flagstaff, Coconino County, and Arizona Charitable Tax Credit funds for the exclusive purpose to cost-effectively achieve the service delivery outcomes defined in the community outcomes.

IV. Reporting Cycle
   a) Semi-annual reports will be due to UWNA, consisting of a Mid-Year Report and Year End Report.
   b) Delinquent reports will affect eligibility of future funding applications.
V. Expected Results

a) The funding application submitted for funding by the Qualified Agency should correspond to the community outcome(s) that are outlined under the Areas of Impact listed below:

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those related to fund-raising, wording, in effect, as a follows: “United Way of Northern Arizona Partner
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d) Any forbearance by either party in exercising any right or remedy hereunder, or otherwise
afforded by applicable law, will not be a waiver of or preclude the exercise of any such right or
remedy. A Qualified Agency may appeal actions of UWNA program staff to the UWNA President
and CEO who may, to assure successful resolution, refer the matter to UWNA’s volunteer
leadership in a manner consistent with the nature of the issue.

e) UWNA reserves the right to terminate the agreement for any other variable at its discretion.
2019/2020
United Way of Northern Arizona (UWNA)
Community Impact Fund
Qualified Agency Funding Agreement

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Qualified Agency:

Program Name:

Chief Volunteer/Board Officer Printed Name:

\[ \text{[Signature]} \]
Title: ______________________________
Date: ______________

Chief Administrative Officer Printed Name:

\[ \text{[Signature]} \]
Title: ______________
Date: 6-20-19

United Way of Northern Arizona

\[ \text{[Signature]} \]
Title: ______________
Date: 06/12/2019

United Way of Northern Arizona (UWNA) Qualified Agency Funding Agreement
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Michael Oxtoby, Interim Chief Health Officer

SUBJECT: Consideration and possible action regarding approval of Amendment No. 9 of the Emergency Preparedness IGA – CRT043131 between the Arizona Department of Health Services (ADHS) and the Coconino County Health and Human Services District (CCHHS), for the period of July 1, 2019 – June 30, 2020, in the amount of $238,751 per year; this is the first year of a five-year grant cycle which will extend to 2024.

RECOMMENDED MOTION:

Approve Amendment No. 9 of the Emergency Preparedness IGA – CRT043131 between the Arizona Department of Health Services (ADHS) and the Coconino County Health and Human Services District (CCHHS), for the period of July 1, 2019 – June 30, 2020, in the amount of $238,751 per year; this is the first year of a five-year grant cycle which will extend to 2024.

BACKGROUND:

The Arizona Department of Health Services (ADHS) receives supplemental funding from the Centers for Disease Control and Prevention (CDC) to further develop and enhance the State of Arizona, Bureau of Public Health Emergency Preparedness (PHEP). These funds are used to support the development and implementation of tasks specifically related to emergency preparedness activities, including plans and procedures to respond to events that could jeopardize public health and safety. ADHS has determined that the most expeditious methodology to enhance these tasks is to partner with County Health Departments.

Implementation of strategies and activities created and performed throughout the year, strengthens the readiness of the community to prepare for, respond to, and recover from a public health emergency and/or disaster.

Sub-recipients of PHEP funds are expected to enhance the readiness of local public health and communities by maintaining:

• a detailed plan for 24/7 response to Public Health Emergencies;
• a timeline for the development of county-wide plans for Public Health Emergencies including: preparedness for a mass casualty incident event, infectious disease outbreak, or other events as they arise;
• a timeline and a plan to identify personnel to be trained, to receive and distribute critical stockpile items and manage a mass distribution of vaccine and/or antibiotics on a twenty-four (24) hours a day, seven (7) days a week basis;
• a plan to receive and evaluate urgent disease reports from all parts of the jurisdiction on twenty-four (24) hours a day, seven (7) days a week basis;
• a plan to enhance risk communication and information dissemination to educate the public regarding exposure risks and effective public response;
• and, participate in state-wide electronic disease surveillance initiatives.

ALTERNATIVES:

The Board could choose not to approve this IGA; however, this would directly affect the CCHHS’ ability to prepare for, respond to and provide support during public health emergencies and/or disasters.

FISCAL IMPACT:

CCHHS will receive $238,751 in FY20 for this Cost Reimbursement Grant. The budget cost center is 1277.31.3101.4816. The budget is for year one in a five-year grant cycle. Future annual budget projections are yet to be determined by ADHS.

ATTACHMENTS:

1 - Staff Report
2 - FY20 PHEP IGA
Emergency Preparedness Program

Effective upon signature, it is mutually agreed that the Agreement referenced above is amended as follows:

1. Pursuant to Terms and Conditions, Provision 6. Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, the following changes are in effect upon signature.
   1.1 The Scope of Work is revised to add the Scope of Work of this Amendment Nine (9).
   1.2 The Contract Price Sheet is revised to include the Price Sheet of this Amendment Nine (9).
   1.3 Attachment A is added to the Scope of Work of this Amendment Nine (9).

All other provisions shall remain in their entirety.

Coconino County

Contractor Name
2625 N. King Street
Address
Flagstaff     AZ     86001
City         State    Zip

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

Signature  Date
Printed Name

ATTORNEY GENERAL CONTRACT NO. CTR043131

Attorney General Contract No. CTR043131, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature  Date
Printed Name:

CONTRACTOR SIGNATURE

Contractor Authorized Signature
Printed Name
Title

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

State of Arizona

Signed this _______ day of ____________________ 2019

Procurement Officer
1. **BACKGROUND**

1.1. The Arizona Department of Health Services (ADHS) receives supplemental funding from the Centers for Disease Control and Prevention (CDC) to further develop and enhance the State of Arizona, Bureau of Public Health Emergency Preparedness (PHEP). These funds are used to support the development and implementation of Tasks in this Scope of Work. The ADHS has determined that the most expeditious methodology to enhance these Tasks is to partner with the County Health Departments.

1.2. ADHS continues to look at ways to expand our preparedness capabilities based on our Five-Year Plan and the Capability planning Guide (CPG) data. Based on that information and the guidance set forth by the Center for Disease Control (CDC) ADHS has developed this PHEP grant agreement.

2. **OBJECTIVE**

2.1. Through the implementation of strategies and activities during the project period, strengthen the readiness of the community to prepare for, respond to, and recover from a public health emergency and/or disaster.

2.2. Sub-recipients of PHEP funds are expected to enhance the readiness of local public health by participating in activities that advance and document progress across six domains.

3. **SCOPE OF WORK**

3.1. The Scope of Work is outlined in the following Provision Four (4). Tasks.

3.2. In addition, the Annual Performance Requirements are outlined in the Attachment A incorporated herein. Attachment A will change every year, as well as the estimated budget for the period of July 1st through June 30th.

3.3. The Contractor shall submit a detailed Budget based upon their estimated cost associated with continuation of the programmatic Annual Performance Requirements through the Contract period, unless terminated, canceled or extended as otherwise provided herein. This Budget shall be submitted in the online Budget Tool format as provided by PHEP. The Contractor shall have the flexibility of making adjustments to the Budget categories of the budgeted amount provided on the approved budget. However, any change shall be requested in writing on the Budget Tool and shall not be implemented until approved electronically by the ADHS. It is the responsibility of the Contractor to coordinate and manage funds under this Contract.

3.4. Additional tasks, reporting, deliverables and program information can be found in Attachment A; Grant Guidance – Budget Period 1

4. **TASKS**

The Contractor shall:

4.1. Maintain a person appointed as liaison and PHEP coordinator for this grant funding;

4.2. Maintain a detailed plan for 24/7 response to Public Health Emergencies along the guidelines and deliverables for the current year;

4.3. Maintain a timeline for the development of county-wide plans for Public Health Emergencies,
preparedness for a mass casualty incident event, infectious disease outbreak, or other public health emergency;

4.4. Maintain a timeline and a plan to identify personnel to be trained, to receive and distribute critical stockpile items and manage a mass distribution of vaccine and/or antibiotics on a twenty-four (24) hours a day, seven (7) days a week basis;

4.5. Maintain a plan to receive and evaluate urgent disease reports from all parts of the jurisdiction on twenty-four (24) hours a day, seven (7) days a week basis. Maintenance of the plan shall include participation in state-wide electronic disease surveillance initiatives;

4.6. Maintain a plan to enhance risk communication and information dissemination to educate the public regarding exposure risks and effective public response;

4.7. Submit an annual Budget based upon the cost reimbursement budgetary guidelines and the Budget Tool posted on the Arizona Health Alert Network (AzHAN) document library;

4.8. Submit the completed Budget on or before a date determined annually by the CDC and the ADHS;

4.9. Be advised by correspondence from the ADHS PHEP on the available funding amounts on or before June 30th;

4.10. The funding shall be based on required critical and enhanced capacities for the Contractor's geographical area; and

4.11. Prepare and submit a detailed budget for the period of July 1st through the following June 30th of each Budget year. The Contractor shall meet all reporting requirements for federal funding, including those years in which a match requirement is established.

5. ANNUAL PERFORMANCE REQUIREMENTS

The Contractor shall:

5.1. Perform the requirements as outlined in the Attachment A, Deliverables;

5.2. Attend ADHS Sponsored Grant Meetings (two (2) events annually);

5.3. Attend Healthcare Coalition Meetings

5.3.1. Recommend participation by the designated preparedness coordinator or representative during HCC meetings (regions listed below). These meetings provide an opportunity for collaboration with healthcare facilities, county, state, tribal, and other response partners.

5.3.1.1. Coalitions shall continue to plan, develop, and maintain memorandums of understanding (MOU) to share assets, personnel and information; and

5.3.1.2. Coalitions shall develop plans to unify ESF-8 management of healthcare during a public health emergency, and integrate communication with jurisdictional command in the area.

5.3.2. Regions are defined as follows:
5.3.2.1. Northern Region:
   5.3.2.1.1. County Representatives: Apache, Coconino, Navajo, and Yavapai
   5.3.2.1.2. Tribal Representatives: Hopi Tribe, Kaibab-Paiute Tribe & Navajo Nation

5.3.2.2. Western Region:
   5.3.2.2.1. County Representatives: La Paz, Mohave and Yuma
   5.3.2.2.2. Tribal Representatives: Colorado River Indian Tribe & Fort Mojave Indian Tribe, Cocopah Tribe and Fort Yuma Quechan Tribe

5.3.2.3. Central Region:
   5.3.2.3.1. County Representatives: Gila, Maricopa and Pinal
   5.3.2.3.2. Tribal Representatives: Gila River Indian Community, San Carlos Apache Tribe, White Mountain Apache Tribe and Salt River Pima-Maricopa Indian Community.

5.3.2.4. Southern Region:
   5.3.2.4.1. County Representatives: Cochise, Graham, Greenlee, Pima, and Santa Cruz.
   5.3.2.4.2. Tribal Representatives: Pascua Yaqui Tribe and Tohono O’odham Nation.

6. FINANCIAL REQUIREMENTS

6.1. Match Requirement

6.2. The PHEP award requires a ten percent (10%) “in-kind” or “soft” match from all the grant participants. Each recipient must include in their budget submission the format they will use to cover the match and method of documentation. Failure to include the match formula will preclude funding. ADHS may not award a contract under this program unless the local jurisdiction agrees that, with respect to the amount of the cooperative agreement allocated by ADHS, the local jurisdiction will make available non-federal contributions in the amount of 10% ($1 for each $10 of federal funds provided in the cooperative agreement) of the award, whether provided through financial or direct assistance. Match may be provided directly or through donations from public or private entities and may be in cash or in kind, fairly evaluated, including plant, equipment or services. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining the amount of such non-federal contributions. Documentation of match, including methods and sources, must be included in sub-recipient budgets each budget period, include calculations for both financial assistance and direct assistance, follow procedures for generally accepted accounting practices, and meet audit requirements.

6.2.1. **Total Direct costs** - Show the direct costs by listing the totals of each category, including salaries and wages, fringe benefits, consultant costs, equipment, supplies, travel, other, and contractual costs. Provide the total direct costs within the budget.
6.2.2. **Total Indirect Costs** - To claim indirect costs, the applicant organization must have a current approved indirect cost rate agreement established with the cognizant federal agency. A copy of the most recent indirect cost rate agreement must be provided with the application. Indirect cost percentage cannot exceed the state rate of 23%.

6.2.3. **Indirect Costs** - To claim indirect costs, the applicant organization must have a current approved indirect cost rate agreement established with the cognizant federal agency. A copy of the most recent indirect cost rate agreement must be provided with the application.

   6.2.3.1. If the applicant organization does not have an approved indirect cost rate agreement, costs normally identified as indirect costs (overhead costs) can be budgeted and identified as direct costs.

6.3. **Inventory**

Upon request, local jurisdictions will provide an inventory list to ADHS. The inventory list shall include all equipment purchased. Items over $5,000 will require an ADHS asset tag.

6.4. **Budget Allocation and Work Plan**

   6.4.1. The Contractor shall complete the budget tool provided by ADHS, and return to ADHS for review and approval. Funding will not be released until the budget has been approved by ADHS; and

   6.4.2. All activities and procurements funded through the PHEP grant shall be aligned with the budget/spend plan and work plan. These tools shall help the Contractor reach the goals and objectives outlined in the Capability Deliverables section of this document.

6.5. **Grant Activity Oversight**

   6.5.1. Each PHEP grant recipient shall maintain an appointed Preparedness Coordinator that will be responsible for oversight of all grant related activities. The Coordinator shall be the main point of contact in regards to the grant. The Coordinator shall work closely with ADHS to ensure all deliverables and requirements are met; and

   6.5.2. Pursuant to, and in compliance with, Standard Operating Procedures for Monitoring, ADHS shall coordinate with the appointed Preparedness Coordinator responsible for oversight of grant act to include compliance with sub-recipient monitoring.

6.6. Failure to meet the performance measures or deliverables may result in withholding from a portion of subsequent awards.

7. **EXERCISE Recommendations**

   7.1. **MULTI-YEAR TRAINING AND EXERCISE PLAN (MYTEP)** PHEP-HPP capabilities (and grant funded training/exercises).

The Contractor shall:

   7.1.1. Participate in the Statewide Training and Exercise Planning Workshop/Webinar;
7.1.2. Update and maintain a Multi-Year Training and Exercise Plan, inclusive dates are July 01, 2019 through June 30, 2024. Multi-Year plan shall be provided to ADHS upon request; and

7.1.3. Exercise and trainings shall meet implementation criteria and follow evaluation guidance. All grant funded trainings and exercises must be gap based. Gap based indicates an area of a capability to be built, or an area of improvement from a previous exercise/real-world response, address jurisdictional or local risk assessment, or other source (e.g. CPG data) to support achieving operational readiness.

7.2. EXERCISE IMPLEMENTATION CRITERIA

Homeland Security Exercise and Evaluation Program. The contractor shall:

7.2.1. Conduct preparedness exercises when appropriate, in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) fundamentals including:

7.2.1.1. Exercise Design and Development;
7.2.1.2. Exercise Conduct;
7.2.1.3. Exercise Evaluation; and
7.2.1.4. Improvement Planning.

7.2.2. Find more information on the April 2013 HSEEP guidelines and exercise policy available at https://preptoolkit.fema.gov/documents/1269813/1269861/HSEEP_Revision_Apr13_Final.pdf/65bc7843-1d10-47b7-bc0d-45118a4d21da.

7.2.3. Assure provisions and needs of at-risk individuals are included within the design of exercises. The Contractor shall report on the strengths and areas for improvement identified through the coalition based exercise After Action Report and Improvement Plan (AAR/IP). To learn more about the U.S. Department of Health and Human Services’ definition of “at-risk” population visit this website: https://www.phe.gov/Preparedness/planning/abc/Pages/at-risk.aspx

7.2.4. Exemption: A real incident may be substituted for a qualifying coalition based exercise; however the after-action report (AAR) shall document how the HCC members met qualifying criteria (both implementation and evaluation criteria). This scenario will be discussed on an as-requested basis.

7.3. EXERCISE EVALUATION CRITERIA

The Contractor Shall:

7.3.1. PHEP-funded exercises will address and list applicable Public Health Emergency Preparedness (PHEP) Capabilities in all qualifying exercises.

7.3.1.1. Qualifying exercises at a minimum shall include the community emergency management partner and/or incident management, the community public health partner, the health care coalition, and the EMS agency during the design, development, and implementation;

7.3.1.2. Ensure the functional needs of at-risk individuals are included in response and are identified and addressed in operational plans;

7.3.1.3. After Action Reports/IP;
7.3.1.4. After Action Reports shall be submitted to ADHS within 120 days or no-later-than the end of year report, whichever comes first;

7.3.1.5. The contractor shall participate in ADJHS sponsored events throughout BP1 (July 1, 2019 through June 30, 2020).

8. REPORTING DELIVERABLES

Progress on the deliverables, performance measures and activities funded through the PHEP/HPP grant shall be reported in a timely manner to ensure ADHS has adequate time to compile the information and prepare it for submission at the federal level.

8.1. Mid-Year Report (dates covered: July 1 – December 31)

8.1.1. ADHS shall send out the Mid-Year Report template within thirty (30) days of the Due Date.
8.1.2. Due Date to be determined at the time of sending out the Mid-Year template.

8.2. ADHS shall provide the Performance Measures templates (if applicable) in advance of the Due Date.

8.3. The Contractor shall provide ADHS with updated Public Health Emergency Contact list on a template provided by ADHS. The list should include contact information for the primary, secondary, and tertiary individuals for the Public Health Incident Management System (e.g. Incident Commander, Operations, etc.) and posted on the HSP. Update jurisdictional points of contact twice during each budget period (December 31 and June 30), or as changes occur, to facilitate time-sensitive, accurate information sharing within the local jurisdictions and between ADHS and the local jurisdictions.

8.3.1. Due Date: At time of mid-year reporting.

8.4. End-of-Year Report (dates covered: January 1 – June 30)

8.4.1. ADHS shall send out the End-of-Year Report template within thirty (30) days of the Due Date.
8.4.2. Due Date to be determined when the End-of-Year template is sent out.

8.5. Public Health Emergency Preparedness (PHEP) And Hospital Preparedness Program (HPP)

8.5.1. See Attachment A for deliverable requirements.

9. NOTICES, CORRESPONDENCE AND REPORTS

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

Arizona Department of Health Services Public Health Emergency Preparedness
Bureau Chief
150 N 18th Avenue Ste.150
Phoenix, AZ 85007
9.2. Notices, Correspondence and Payments from the ADHS to the Contractor shall be sent to:

Coconino County
Tom Pristow
2625 N. King Street
Flagstaff, AZ 86004

tpristow@coconino.az.gov
**PHEP Budget Period One (1)**  
July 1, 2019 through June 30, 2020

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional funds to enhance current PHEP activities per the deliverables in Attachment A.</td>
<td>1</td>
<td>1</td>
<td>$238,751.00</td>
</tr>
</tbody>
</table>

**TOTAL**  
$238,751.00
Attachment A


GRANT GUIDANCE DELIVERABLES

FY19 BUDGET PERIOD 1

PERIOD OF PERFORMANCE
(July 1, 2019 – June 30, 2020)
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INTRODUCTION
The Arizona Department of Health Services (ADHS) Budget Period 1 PHEP Grant Guidance (July 1, 2019-June 30, 2020) has been developed based on that information and the guidance set forth in the Centers for Disease Control and Prevention’s Office of Public Health Preparedness and Responses funding opportunity announcement 2019-2024 Hospital Preparedness program (HPP)-PHEP Cooperative Agreement CDC-RFA-TP19-1901. In the new cooperative agreement guidance, the PHEP recipient (Arizona Department of Health Services) and local jurisdictions (tribal and county Health Departments) will increase or maintain their levels of effectiveness across six key preparedness domains using the logic model to achieve a prepared public health system.

These domains are:

1. Strengthen Community Resilience
   a. Capability 1: Community Preparedness
   b. Capability 2: Community Recovery
2. Strengthen Incident Management
   a. Capability 3: Emergency Operation Coordination
3. Strengthen Information Management
   a. Capability 4: Emergency Public Information and Warning
   b. Capability 6: Information Sharing
4. Strengthen Countermeasures and Mitigation
   a. Capability 8: Medical Countermeasure Dispensing and Administration
   b. Capability 9: Medical Materiel Management and Distribution
   c. Capability 11: Non-Pharmaceutical Interventions
   d. Capability 14: Responder Safety and Health
5. Strengthen Surge Management
   a. Capability 5: Fatality Management
   b. Capability 7: Mass Care
   c. Capability 10: Medical Surge
d. Capability 15: Volunteer Management

   a. Capability 12: Public Health Laboratory Testing
   b. Capability 13: Public Health Surveillance and Epidemiological Investigation

Arizona will develop and strengthen six domains through the implementation of the strategies and activities during the project period. ADHS can provide technical assistance upon request.

FEDERAL REQUIREMENTS:
• Three MCM drills. All CRI local jurisdictions will complete all 3 drills annually:
  o staff notification and assembly;
  o facility set-up; and
  o site activation

  Throughput estimation is now completed as part of the dispensing full-scale exercise (FSE). However, if a site does not participate in the dispensing FSE (for example, participates in immunization FSE in lieu of dispensing FSE), oral MCM throughput will be measured and information submitted at least once during the five-year period.
• One exercise or real incident

Project Period Requirements (2019-2024)
• One functional or full-scale exercise once during the five-years period (a real incident/event will be considered)
• One fiscal preparedness tabletop exercise once during the five-years period
• One MCM distribution full-scale exercise once during the five-years period
• One MCM dispensing full-scale exercise or one mass vaccination full-scale exercise (one POD in each CRI local planning jurisdiction will be exercised)
• AARs/IPs submission
Funding Restrictions

Restrictions that will be considered while planning the programs and writing the budget are:

- May not use funds for research.
- May not use funds for clinical care except as allowed by law.
- May use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to ADHS on behalf of the local jurisdictions.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
  - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
  - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.
- The direct and primary local jurisdictions in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

General Restrictions

- May supplement but not supplant existing state or federal funds for activities described in the budget.
- Payment or reimbursement of backfilling costs for staff is not allowed.
- None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of Executive Level II or $189,600 per year.
- Funds may not be used to purchase or support (feed) animals for labs, including mice.
- Funds may not be used to purchase a house or other living quarters for those under quarantine. Rental may be allowed with approval from the CDC OGS.

Lobbying

- Other than for normal and recognized executive-legislative relationships, PHEP funds may not be used for:
• Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body;
• The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body

Construction and Major Renovations
• May not use funds for construction or major renovations.
• Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly justified in the budget.

Passenger Road Vehicles
• Funds cannot be used to purchase over-the-road passenger vehicles.
• Funds cannot be used to purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.
• Can (with prior approval) use funds to lease vehicles to be used as means of transportation for carrying people or goods, e.g., passenger cars or trucks and electrical or gas-driven motorized carts during times of need.
• Additionally, PHEP grant funds can (with prior approval) be used to make transportation agreements with commercial carriers for movement of materials, supplies and equipment. There should be a written process for initiating transportation agreements (e.g., contracts, memoranda of understanding, formal written agreements, and/or other letters of agreement). Transportation agreements should include, at a minimum:
  o Type of vendor
  o Number and type of vehicles, including vehicle load capacity and configuration
  o Number and type of drivers, including certification of drivers
  o Number and type of support personnel
  o Vendor’s response time
  o Vendor’s ability to maintain cold chain, if necessary to the incident
  o This relationship may be demonstrated by a signed transportation agreement or documentation of transportation planning meeting with the designated vendor. All documentation should be available to the CDC project officer for review if requested.
Transportation of Medical Materiel
- PHEP funds may be used (with approved budget) to procure leased or rental vehicles for movement of materials, supplies and equipment.
- PHEP funds may be used (with approved budget) to purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles must be of a type not licensed to travel on public roads.
- PHEP funds may be used (with approved budget) to purchase basic (non-motorized) trailers with prior approval from the CDC OGS.

Procurement of Food and Clothing
- Funds may not be used to purchase clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, or T-shirts. Purchase of vests to be worn during exercises or responses may be allowed.
- Generally, funds may not be used to purchase food.

Vaccines
- Please contact ADHS with vaccine requests in support of an emergency or an exercise.

PROGRAM REQUIREMENTS

Meetings
1. ADHS Grant Meetings
   a. Attend Grant Meeting & Training and Exercise Planning Workshop
   b. Attend annual ADHS Jurisdictional Risk Assessment analysis workshop

Health Care Coalition Meetings
1. Encourage participation in the HCC meetings in your region (see Regions below)
   i. Northern Region:
      1. County Representatives: Apache County, Coconino County, Navajo County, and Yavapai County
      2. Tribal Representatives: Hopi Tribe, Navajo Nation and White Mountain Apache Tribe
   ii. Western Region:
1. County Representatives: La Paz County, Mohave County, and Yuma County
2. Tribal Representatives: Cocopah Indian Tribe, Fort Mojave Indian Tribe, Kaibab-Paiute Tribe and Quechan Tribe

iii. Central Region:
   1. County Representatives: Gila County, Maricopa County, and Pinal County
   2. Tribal Representatives: Gila River Indian Community and Salt River Pima-Maricopa Indian Community

iv. Southeastern Region:
   1. County Representatives: Cochise County, Graham County, Greenlee County, Pima County and Santa Cruz County
   2. Tribal Representatives: Pascua Yaqui Tribe, San Carlos Apache Tribe, and Tohono O'odham Nation

Financial Requirements

1. Match Requirement
   a. The PHEP award requires a 10% “in-kind” or “soft” match from all the grant participants. Each local jurisdictions will include in their budget submission the format they will use to cover the match and method of documentation. Failure to include the match formula will preclude funding. ADHS may not award a contract under this programs unless the sub-recipient agrees that, with respect to the amount of the cooperative agreement allocated by ADHS, the sub-recipient will make available non-federal contributions in the amount of 10% ($1 for each $10 of federal funds provided in the cooperative agreement) of the award, whether provided through financial or direct assistance. Match may be provided directly or through donations from public or private entities and may be in cash or in kind, fairly evaluated, including plant, equipment or services. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining the amount of such non-federal contributions. Documentation of match, including methods and sources, must be included in sub-recipient budgets each budget period, include calculations for both financial assistance and direct assistance, follow procedures for generally accepted accounting practices, and meet audit requirements.

• Total Direct costs
Show the direct costs by listing the totals of each category, including salaries and wages, fringe benefits, consultant costs, equipment, supplies, travel, other, and contractual costs. Provide the total direct costs within the budget.

- **Total Indirect Costs**
  
  To claim indirect costs, the applicant organization must have a current approved indirect cost rate agreement established with the cognizant federal agency. A copy of the most recent indirect cost rate agreement must be provided with the application. Indirect cost percentage cannot exceed the state rate of 23%.

2. **Inventory**
   a. Upon request, local jurisdictions will provide an inventory list to ADHS. The inventory list shall include all equipment purchased. Items over $5,000 will require an ADHS asset tag. An asset tag will be provided after the submission of the invoice to ADHS that will include the serial number, make/model, and date of acquisition. Once received, ADHS will send local jurisdictions a pre-filled property control (F4) form and the asset tag. The asset tag is to be placed on the asset and must provide a photo of the asset tag affixed to the item(s). The F4 form needs to be signed, dated and sent back via email to ADHS.

3. **Budget Allocation (PHEP funded staff and work plan)**
   a. Complete the budget tool developed by ADHS and return for review and approval. ADHS will not release funding to the county or tribe until ADHS has approved the budget.
   b. All activities and procurements funded through the PHEP grant shall be aligned with your budget/spend plan and work plan that will help you reach the goals and objectives outlined in this document. Any items and activities that are not specifically tied to the PHEP program capabilities will be approved by ADHS before PHEP funds can be utilized on those activities/items.
   c. Follow guidance provided with the budget tool.

4. **Grant Activity Oversight**
   a. Each county and tribe will maintain a full-time, part-time, or appointed PHEP Coordinator that will have the responsibility for oversight of all grant related activities. The PHEP Coordinator will be the main point of contact for ADHS in regards to the PHEP...
grant. This individual will work closely with ADHS to ensure all deliverables and requirements are met. They will also coordinate all activities surrounding any onsite monitoring visits conducted by ADHS.

5. Employee Certifications
   a. PHEP local jurisdictions are required to adhere to all applicable federal laws and regulations, including applicable OMB circulars and semiannual certification of employees who work solely on a single federal award. These certification forms will be prepared at least semiannually and signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee. Employees that are split funded are required to maintain Labor Activity Reports (to be provided as requested). These certification forms will be retained in accordance with 45 Code of Federal Regulation, Part 92.42

6. Performance
   a. Failure to meet the deliverables and performance measures described in the Scope of Work may result in withholding from a portion of subsequent awards.

**Plans, Training, and Exercise Implementation Criteria**

Training and exercises shall be gap based and linked to the PHEP Domains. Proposed training and exercises will be based on identified gaps from previous exercises, real-world responses, risk assessments (e.g. JRA, CPG, CAWP, THIRA), or other documented sources.

1. Program Requirements
   a. Maintain documentation of all collaborative efforts with local and state emergency management
   b. The county and tribal PHEP program should establish and maintain a collaborative working relationship with emergency management. This will include but not be limited to; emergency communication plan, strategies for addressing emergency events, including the management of the consequences of power failures, natural disasters and other events that would affect public health.
   c. Participate in ADHS sponsored table tops, functional exercises or other activities
      i. Homeland Security Exercise and Evaluation Program (HSEEP)
         1. Local jurisdictions will conduct preparedness exercises in accordance with the HSEEP fundamentals including:
            a. Exercise design and development
b. Exercise conduct  
c. Exercise evaluation and  
d. Improvement planning  
e. More information and templates are available at: https://www.azdhs.gov/preparedness/emergency-preparedness/index.php#training-exercise-resources

ii. ADHS Coordination  
1. Collaborate with ADHS throughout the planning process.  
2. The HSEEP process along with respective templates and guidance will be used to comply with exercise implementation criteria.

iii. At-Risk Individuals  
1. Local jurisdictions will include provisions for the needs of at-risk individuals within each exercise. PHEP local jurisdictions will report on the strengths and areas for improvement identified through the coalition-based exercise After Action Reports and Improvement Plans (AARs/IPs). To learn more about the U.S. Department of Health and Human Services’ definition of “at-risk” population visit this website: http://www.phe.gov/Preparedness/planning/abc/Pages/at-risk.aspx

iv. Evaluation  
1. PHEP-funded exercises will address and list applicable Public Health Emergency Preparedness (PHEP) Capabilities in all qualifying exercises.
2. PHEP-Qualifying Exercises:  
   a. An exercise that meets PHEP-specific qualifying exercise implementation criteria as described in the grant.

v. Exemption  
1. County and tribal response and recovery operations supporting real-world incidents could meet the criteria for the annual exercise requirement if the response was sufficient in scope and the AARs/IPs adequately detail which PHEP capabilities were evaluated. This will be addressed on an as-requested basis.
INFORMATION SERVICES

1. Local jurisdictions will have or have access to a secure alerting system that at a minimum has the ability to send email, faxes, and phone/ text alerts.

2. As local ESF-8 lead, encouraged participation in the health care coalition meetings, exercises and drills.

ADHS will provide training on the information systems and platforms as needed such as; EMResource, EMTrack, ESAR-VHP, AzHAN, iCAM, etc.

REPORTING

Progress on the deliverables, performance measures, and activities funded through the PHEP grant will be reported on in a timely manner to ensure ADHS has adequate time to compile the information and submit to CDC.

Mid-Year Report

a. ADHS will send out the mid-year report templates in advance of the due date
b. Update jurisdictional points of contact twice during each budget period (December 31 and June 30), or as changes occur, to facilitate time-sensitive, accurate information sharing within the local jurisdictions and between ADHS and the local jurisdictions

Annual Report

a. ADHS will send out the annual report template in advance of the due date

Reports and Documentation

a. Training and Exercise schedule
b. Draft Multi-year Training and Exercise Plan (MYTEP)
c. Final Multi-year Training and Exercise Plan
d. Training Validation Reports
e. After-Action Reports/Improvement Plans (real-world and/or exercise)
f. Update listed plans (see table below)

### Planning, Training, and Exercise Outputs

<table>
<thead>
<tr>
<th>Planning/Training/Exercise Deliverables for County and Tribes</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Program Activities</strong></td>
<td><strong>Comments</strong></td>
</tr>
<tr>
<td>Attend TEPW (Training and Exercise Planning Workshop)</td>
<td>● PHEP Coordinator or a representative</td>
</tr>
<tr>
<td>Attend Annual PHEP &amp; HPP All Partners Meeting</td>
<td>● PHEP Coordinator or a representative</td>
</tr>
</tbody>
</table>
| Submit a draft MYTEP | ● MYTEP consist of three parts:  
  o Narrative  
  o Training schedule  
  o Exercise schedule | Every Year with the local jurisdiction Mid-Year Report |
| Submit a final MYTEP | ● Covering the time period from July 1, 2019 to June 30, 2021  
  ● Template on the ADHS Preparedness Webpage  
  [https://www.azdhs.gov/preparedness/emergency-preparedness/index.php#training-exercise-resources](https://www.azdhs.gov/preparedness/emergency-preparedness/index.php#training-exercise-resources) | Every Year with the local jurisdiction work-plan |
| Training and Exercise Schedule for Budget Period 1 (2019 – 2020) | ● Template on the ADHS Preparedness Webpage  
  [https://www.azdhs.gov/preparedness/emergency-preparedness/index.php#training-exercise-resources](https://www.azdhs.gov/preparedness/emergency-preparedness/index.php#training-exercise-resources) | Every year by July 31st |
### Planning/Training/Exercise Deliverables for County and Tribes

<table>
<thead>
<tr>
<th>Program Activities</th>
<th>Comments</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participate in ADHS sponsored table tops, functional exercises or other activities</td>
<td>exercise-resources</td>
<td></td>
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</table>
| Training Validation Report (TVR)                                                  | ● Validating trainings conducted July 1, 2019 through June 30, 2020  
● Template on the ADHS Preparedness Webpage  
● End-of-Year Report                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                          |
| After Action Reports/Improvement Plans (AARs/IPs)                                 | ● Template on the ADHS Preparedness Webpage  
● HSEEP guidelines and exercise policy ([links to Prep Toolkit](https://www.azdhs.gov/preparedness/emergency-preparedness/index.php#training-exercise-resources))  
Within 120 days or no-later-than the end of year report, whichever comes first.                                                                                                    |                                                                          |
| Required exercises:                                                               | Crimson Contagion 2019  
MCM 2019  
Fatality Management Training Workshop                                                                                                                                             | August 13-16, 2019  
November 6-7, 2019  
September 2019                                                                                                                                                                                                                                                                                                                                                 |
### Planning/Training/Exercise Deliverables for County and Tribes

<table>
<thead>
<tr>
<th>Program Activities</th>
<th>Comments</th>
<th>Due Date</th>
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<tbody>
<tr>
<td>PIO Training</td>
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<td>BP3 (2021-2022)</td>
</tr>
<tr>
<td>Required plans:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Emergency Response Plan</td>
<td>• Emergency Response Plan toolkits and resources are located at:</td>
<td></td>
</tr>
<tr>
<td>- Pandemic Influenza (Pan Flu Plan)</td>
<td><a href="http://www.azdhs.gov/emergencyplans">www.azdhs.gov/emergencyplans</a></td>
<td></td>
</tr>
<tr>
<td>- Fatality Management Plan (FMP)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Medical Counter Measures Plan (MCM)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Provide status of required plans and review dates</td>
<td></td>
</tr>
</tbody>
</table>
2019 PHEP LOGIC MODEL

- To view a larger image, double click on the logic model.
## STRATEGIES AND ACTIVITIES

### Domain 1 Strategy: Strengthen Community Resilience

Community resilience is the ability of a community, through public health agencies, to develop, maintain, and utilize collaborative relationships among government, private, and community organizations to develop and utilize shared plans for responding to and recovering from disasters and public health emergencies.

#### Associated Capabilities

- Capability 1: Community Preparedness
- Capability 2: Community Recovery

### Domain Activity: Determine the Risks to the Health of the Jurisdiction

Conduct public health jurisdictional risk assessments (JRA) once every five years, in collaboration with HPP, to identify potential hazards, vulnerabilities, and risks within the community that relate to the public health, medical, and mental/behavioral health systems and the access and functional needs of at-risk individuals. ADHS recommends a collaborative and flexible risk assessment process that includes input from existing hazard and vulnerability analyses conducted by emergency management, health care coalitions (HCCs) and other health care organizations, as well as other community partners and stakeholders. Local jurisdictions should analyze JRA results, and use diverse data sources such as the HHS Capabilities Planning Guide (CPG), previous risk assessments, jurisdictional incident AARs/IPs, site visit observations, jurisdictional data from the National Health Security Preparedness Index, and other jurisdictional priorities and strategies, to help determine their strategic priorities, identify program gaps, and, ultimately prioritize preparedness investments.

**Deliverable:** Conduct a JRA and report results to ADHS.

**Due Date:** Once every 5 years

### Domain Activity: Ensure HPP Coordination (Health Care System)

The purpose of this collaboration is to ensure a shared approach to delivering public health services alongside health care services to mitigate the public health consequences of emergencies. PHEP resources cannot be used to supplant HPP programmatic activities. However, there are areas where coordinated planning and

**Deliverable:** Local Jurisdictions must participate in the ADHS-sponsored statewide full-scale exercise.

**Due Date:** BP3 (2021-2022)
### Domain 1 Strategy: Strengthen Community Resilience

Community resilience is the ability of a community, through public health agencies, to develop, maintain, and utilize collaborative relationships among government, private, and community organizations to develop and utilize shared plans for responding to and recovering from disasters and public health emergencies.

**Associated Capabilities**

- Capability 1: Community Preparedness
- Capability 2: Community Recovery

Collaboration between the programs is beneficial, including exercising and training. Local jurisdictions must conduct one statewide or regional full-scale exercise (FSE) within the five-year performance period to test preparedness capabilities. Exercises must include participation from HCCs and include, at a minimum, hospitals, public health departments, emergency management agencies, emergency medical services (EMS), and public health jurisdictions. To help minimize the burden on exercise planners and participants, ADHS recommends meeting multiple program requirements with this exercise, including PHEP, HPP, medical countermeasure (MCM) planning, and Cities Readiness Initiative (CRI) requirements.

<table>
<thead>
<tr>
<th>Domain Activity: Plan for the Whole Community</th>
<th>Deliverable</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Working in collaboration with HPP, continue to build and sustain local health department and community partnerships to ensure that activities have the widest possible reach with the strongest possible ties to the community. Local jurisdictions should focus on two activities simultaneously:</td>
<td>Take a whole community approach when planning, training and exercising to include considerations for vulnerable populations including AFN, seniors, and pediatrics.</td>
<td>June 30, 2020</td>
</tr>
<tr>
<td>• Coordination with local health department partners and stakeholders to review collaboration efforts with local agencies they represent across the state; and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Review efforts of local jurisdictions to engage community partners who have established relationships with diverse at-risk populations.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Domain 1 Strategy: Strengthen Community Resilience**

Community resilience is the ability of a community, through public health agencies, to develop, maintain, and utilize collaborative relationships among government, private, and community organizations to develop and utilize shared plans for responding to and recovering from disasters and public health emergencies.

**Associated Capabilities**

- Capability 1: Community Preparedness
- Capability 2: Community Recovery

Develop and maintain plans, conduct training and exercises, and respond to public health threats and emergencies using a whole-community approach to preparedness management. Plan for individuals with disabilities and others with access and functional needs. Use a flexible approach to define populations at risk to jurisdictional threats and hazards. Address a broad set of common access and functional needs using the CMIST Framework (Communication, Maintaining Health, Independence, Services and Support, and Transportation). Ultimately, the access and functional needs of individuals must be included within federal, territorial, tribal, state and local emergency and disaster plans.

*Identify populations at risk of being disproportionately impacted by incidents or events.* Have procedures in place to identify individuals with access and functional needs that may be at risk of being disproportionately impacted by incidents with public health consequences. Individuals with access and functional needs are those that are at particular risk of poor physical, psychological or social health after an emergency. Examples of populations with access and functional needs include, but are not limited to, children, pregnant women, postpartum and lactating women, racial and ethnic minorities, older adults, persons with disability, persons with chronic disease, persons with limited English proficiency, persons with limited transportation, persons experiencing homelessness, and disenfranchised populations.
Domain 1 Strategy: Strengthen Community Resilience

Community resilience is the ability of a community, through public health agencies, to develop, maintain, and utilize collaborative relationships among government, private, and community organizations to develop and utilize shared plans for responding to and recovering from disasters and public health emergencies.

Associated Capabilities

- Capability 1: Community Preparedness
- Capability 2: Community Recovery

Coordinate with community-based organizations.

Identify community partners and stakeholders with established relationships with diverse at-risk populations, such as social services or faith-based organizations, and use available tools to better anticipate the potential access and functional needs of the community before, during, and after an emergency. Identify and integrate preferred communication messages and strategies for populations with access and functional needs.

Engage with key community organizations to plan and implement preparedness and response activities tailored to that community’s needs. Key community partners include public health, medical and mental/behavioral health social networks, as well as organizations representing citizens and at-risk populations. Recipients should convene partners and stakeholders and establish clearly delineated roles and responsibilities for each partner across all hazards.
Domain 1 Strategy: Strengthen Community Resilience

Community resilience is the ability of a community, through public health agencies, to develop, maintain, and utilize collaborative relationships among government, private, and community organizations to develop and utilize shared plans for responding to and recovering from disasters and public health emergencies.

Associated Capabilities

- Capability 1: Community Preparedness
- Capability 2: Community Recovery

Integrate access and functional needs of individuals.

Describe the structure or processes in place to integrate the access and functional needs of individuals during a public health emergency. Use available tools to better anticipate the potential access and functional needs of at-risk community members before, during, and after an emergency.

Develop or expand child-focused planning and partnerships.

In coordination with HPP, ensure emergency preparedness and response planning and coordination with designated educational agencies and lead childcare agencies in the jurisdictions. Collaborate with child-serving institutions such as schools and daycare centers to ensure crisis preparedness plans are in place.

Consider family reunification plans for schools and day care centers, either as part of crisis preparedness plans or as separate plans for reunification. Coordinate messages and plans for reunification and for identifying the public health role in addressing children’s mental health needs following emergencies.

<table>
<thead>
<tr>
<th>Domain Activity: Focus on Tribal Planning and Engagement</th>
<th>Deliverable</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engage with tribes in a meaningful and mutually beneficial way to ensure that all tribes and their members are fully served, while also recognizing the inherent responsibility of tribes to protect the health and well-being of their members</td>
<td>Collaborate with tribes to ensure appropriate efforts are made to protect the health and well-being of their members</td>
<td>June 30, 2020</td>
</tr>
</tbody>
</table>
## Domain 1 Strategy: Strengthen Community Resilience

Community resilience is the ability of a community, through public health agencies, to develop, maintain, and utilize collaborative relationships among government, private, and community organizations to develop and utilize shared plans for responding to and recovering from disasters and public health emergencies.

### Associated Capabilities

- **Capability 1:** Community Preparedness
- **Capability 2:** Community Recovery

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### Domain Activity: Strengthen and Implement Plans through Training and Exercising

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Due Date</th>
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</thead>
<tbody>
<tr>
<td>Develop and provide multiyear training and exercise plans (MYTEPs) that specify at least two years of trainings and exercises. The MYTEP should address the needs and priorities identified in previous AARs/IPs; demonstrate coordination with applicable entities, partners, and stakeholders; and describe methods to leverage and allocate resources to the maximum extent possible.</td>
<td>TBD</td>
</tr>
<tr>
<td>Participate in Regional Training and Exercise Planning Workshop (TEPW) as applicable</td>
<td>With Mid-year Report</td>
</tr>
<tr>
<td>Submit a draft of the MYTEP</td>
<td>February 2020</td>
</tr>
<tr>
<td>Attend ADHS-sponsored TEPW</td>
<td>End of Year</td>
</tr>
<tr>
<td>Submit a final MYTEP</td>
<td></td>
</tr>
</tbody>
</table>

**Conduct evaluation and improvement planning.**

Develop evaluative processes to review, revise, and maintain plans based on the resulting priorities, needs, findings, and corrective actions of exercises, real incidents, trainings, or needs assessments. These processes must be used to develop and inform AARs/IPs.

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submit AARs/IPs following exercises and/or real-world events.</td>
<td>Within 120 days or no-later-than the end of year report.</td>
</tr>
</tbody>
</table>
Domain 1 Strategy: Strengthen Community Resilience

Community resilience is the ability of a community, through public health agencies, to develop, maintain, and utilize collaborative relationships among government, private, and community organizations to develop and utilize shared plans for responding to and recovering from disasters and public health emergencies.

Associated Capabilities

- Capability 1: Community Preparedness
- Capability 2: Community Recovery

Complete and submit AARs/IPs within 120 days after every functional exercise (FE), full-scale exercise (FSE), or incident involving public health. To ensure compliance with exercise requirements, local jurisdictions must submit AAR/IP forms as well as upload a copy of the AAR/IP file.
### Domain 2 Strategy: Strengthen Incident Management

Incident management is the ability to activate, coordinate, and manage public health emergency operations throughout all phases of an incident through use of a flexible and scalable incident command structure that is consistent with the NIMS and coordinated with the jurisdictional incident, unified, or area command structure.

**Associated Capability**

- **Capability 3: Emergency Operations Coordination**

<table>
<thead>
<tr>
<th>Domain Activity: Activate and Coordinate Public Health Emergency Operations</th>
<th>Deliverable</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Updated all-hazards preparedness and response plans should include but not be limited to:</td>
<td>Update Emergency Response Plan</td>
<td>June 30, 2020</td>
</tr>
<tr>
<td>• Procedures for how preliminary assessments are conducted to determine the need for activation of public health emergency operations;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Process for establishing a flexible and scalable public health incident management structure that is consistent with NIMS and jurisdictional standards and authorities;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Procedures for activating, operating, managing, and staffing the public health emergency operations center or implementing public health functions within another emergency operations center;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Designation of primary and alternate locations, including virtual communication structures, for the public health emergency operations center;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Procedures for demobilizing public health emergency operations; and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• A description of how the jurisdiction will use Emergency Management Assistance Compact (EMAC) or other mutual aid agreements for public health and medical mutual aid to support coordinated activities and to share resources, facilities, services, and other potential support required when responding to emergencies that impact the public's health. At minimum, this plan should include the following:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Procedures for evaluating, responding to, and seeking reimbursement for resources deployed under EMAC;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Description of how information will be shared between relevant partners for a</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Domain 2 Strategy: Strengthen Incident Management

Incident management is the ability to activate, coordinate, and manage public health emergency operations throughout all phases of an incident through use of a flexible and scalable incident command structure that is consistent with the NIMS and coordinated with the jurisdictional incident, unified, or area command structure.

### Associated Capability

- **Capability 3: Emergency Operations Coordination**

  - resource request;
    - Processes, procedures, and threshold(s) for deploying a requested resource;
    - Documented roles and responsibilities during a resource request within the state public health agency;
    - Redundant points of contact for all state’s public health and medical Mission Ready Packages (MRPs) as applicable; and
    - Description of reimbursement processes following a deployment for both the deployed personnel and the key internal staff.

### Maintain and exercise continuity of operations (COOP) plans.

Maintain a current COOP plan that includes the following elements.

- Definitions, identification, and prioritization of essential services needed to sustain public health agency mission and operations;
- Procedures to sustain essential services regardless of the nature of the incident (all-hazards planning);
- Positions, skills, and personnel needed to continue essential services and functions (human capital management);
- Identification of public health agency and personnel roles and responsibilities in support of ESF #8;
- Scalable workforce expansion and reduction, in response to needs of the incident;
- Limited access to facilities due to issues such as structural safety or security.
Domain 2 Strategy: Strengthen Incident Management

Incident management is the ability to activate, coordinate, and manage public health emergency operations throughout all phases of an incident through use of a flexible and scalable incident command structure that is consistent with the NIMS and coordinated with the jurisdictional incident, unified, or area command structure.

Associated Capability

- **Capability 3: Emergency Operations Coordination**

  - Broad-based implementation of social distancing policies;
  - Identification of agency vital records (such as legal documents, payroll, personnel assignments) that must be preserved to support essential functions or for other reasons;
  - Alternate and virtual work sites;
  - Devolution of uninterruptible services for scaled down operations;
  - Reconstitution of uninterruptible services; and
  - Cost of additional services to augment recovery.

*Maintain personnel lists.*

Maintain a list of personnel with necessary skills to fulfill required incident command and public health incident management roles. Test staff assembly processes for notifying personnel to report physically or virtually to the public health emergency operations center or jurisdictional emergency operations center during a drill or real-time incidents at least once during the budget period.

<table>
<thead>
<tr>
<th>Domain Activity: Maintain and Exercise Fiscal and Administrative Preparedness Plans</th>
<th>Deliverable</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>The fiscal, legal, and administrative authorities and practices that govern funding, procurement, contracting, and hiring must be appropriately integrated into all stages of emergency preparedness and response. Identifying and removing barriers that prevent the timely implementation of response activities will speed the acquisition of goods and</td>
<td>Conduct a fiscal and administrative tabletop.</td>
<td>Within 5 years</td>
</tr>
</tbody>
</table>
**Domain 2 Strategy: Strengthen Incident Management**

Incident management is the ability to activate, coordinate, and manage public health emergency operations throughout all phases of an incident through use of a flexible and scalable incident command structure that is consistent with the NIMS and coordinated with the jurisdictional incident, unified, or area command structure.

**Associated Capability**

- **Capability 3: Emergency Operations Coordination**

services, the hiring or assignment of response personnel, the disposition of emergency funds, and legal determinations needed to implement protective health measures during a public health response.

*Describe standard fiscal operating procedures.*

Document the time it takes to request funds from the state public health agency to local jurisdictions during emergencies. Document emergency contract procedures and include procedures for hiring additional staff.
Domain 3 Strategy: Strengthen Information Management

Information management is the ability to develop and maintain systems and procedures that facilitate the communication of timely, accurate, and accessible information, alerts, and warnings using a whole community approach. It also includes the ability to exchange health information and situational awareness with federal, state, local, territorial, and tribal governments and partners.

Associated Capabilities

- Capability 4: Emergency Public Information and Warning
- Capability 6: Information Sharing

Domain Activity: Maintain Situational Awareness during Incidents

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Due Date</th>
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<tbody>
<tr>
<td>Information sharing is the ability to share real-time information related to the emergency, such as capacity, capability, and stress on health care facilities and situational awareness across the various response organizations and different levels of government. Accomplishing these activities will enable public health and other organizations and responders to contribute to responses to coordinate efforts before, during, and after emergencies; maintain situational awareness; and effectively communicate with the public.</td>
<td>September 30, 2019</td>
</tr>
</tbody>
</table>

Sub-recipients will work together to establish a common operating picture, or situational awareness tool, that facilitates coordinated information sharing among all public health, health care, HCCs, and relevant stakeholders. This includes state, local, and tribal public health agencies and their respective preparedness programs, public health laboratories, communicable disease programs, and programs addressing health care-acquired infections. Information sharing is the ability to share real-time information related to the emergency, such as capacity, capability, and stress on health care facilities and situational awareness. 
Domain 3 Strategy: Strengthen Information Management

Information management is the ability to develop and maintain systems and procedures that facilitate the communication of timely, accurate, and accessible information, alerts, and warnings using a whole community approach. It also includes the ability to exchange health information and situational awareness with federal, state, local, territorial, and tribal governments and partners.

Associated Capabilities

- Capability 4: Emergency Public Information and Warning
- Capability 6: Information Sharing

Domain Activity: Coordinate Information Sharing

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Due Date</th>
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</thead>
<tbody>
<tr>
<td>ADHS recommends that local jurisdictions conduct training on coordinated information sharing to develop competent personnel to manage and support these systems. Have or have access to communication systems that maintain or improve reliable, resilient, interoperable, and redundant information and communication systems and platforms, including those for bed availability, EMS data, and patient tracking, and provide access to HCC members and other partners and stakeholders. Such systems, whether they are internally managed or externally hosted on shared platforms, must be capable of supporting syndromic</td>
<td>March 31, 2020</td>
</tr>
</tbody>
</table>

Have plans in place that identify redundant communication platforms (primary and secondary) and a cycle of maintenance and testing of these platforms every six months.
Domain 3 Strategy: Strengthen Information Management

Information management is the ability to develop and maintain systems and procedures that facilitate the communication of timely, accurate, and accessible information, alerts, and warnings using a whole community approach. It also includes the ability to exchange health information and situational awareness with federal, state, local, territorial, and tribal governments and partners.

Associated Capabilities

- Capability 4: Emergency Public Information and Warning
- Capability 6: Information Sharing

<table>
<thead>
<tr>
<th>Domain Activity: Coordinate Emergency Information and Warning</th>
<th>Deliverable</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public. Have plans in place to stand up joint information communication centers when needed. Have plans in place that demonstrate ability to monitor jurisdictional media, conduct press briefings, and provide rumor control for media outlets, using the principles of the NIMS for organizing and coordinating incident- surveillance, integrated surveillance, active and/or passive mortality surveillance, public health registries, situational awareness dashboards, and other public health and preparedness activities.</td>
<td>Complete the following: Have a communication plan that identifies the public information officer (PIO) and supporting personnel responsible for</td>
<td>Update at mid-year and end of year</td>
</tr>
</tbody>
</table>

Have plans in place that identify redundant communication platforms (primary and secondary) and a cycle of maintenance and testing of these platforms every six months.
Domain 3 Strategy: Strengthen Information Management

Information management is the ability to develop and maintain systems and procedures that facilitate the communication of timely, accurate, and accessible information, alerts, and warnings using a whole community approach. It also includes the ability to exchange health information and situational awareness with federal, state, local, territorial, and tribal governments and partners.

Associated Capabilities

- Capability 4: Emergency Public Information and Warning
- Capability 6: Information Sharing

Implementing jurisdictional public information and communication strategies. Plans must outline requirements and duties; roles and responsibilities; and required qualifications or skills for PIO personnel.

Use crisis and emergency risk emergency communication (CERC) principles to disseminate critical health and safety information to alert the media, public, community-based organizations, and other stakeholders to potential health risks and reduce the risk of exposure. Develop message templates based on planning or risk scenarios identified in risk assessments and incorporate these...
Domain 3 Strategy: Strengthen Information Management

Information management is the ability to develop and maintain systems and procedures that facilitate the communication of timely, accurate, and accessible information, alerts, and warnings using a whole community approach. It also includes the ability to exchange health information and situational awareness with federal, state, local, territorial, and tribal governments and partners.

Associated Capabilities

- Capability 4: Emergency Public Information and Warning
- Capability 6: Information Sharing

Ensure that PIOs, or other personnel, receive training in topics including, but not limited to: CERC, health communication, and cultural competency; and are able to employ these principles in an emergency.

Ensure that communication plans have processes for coordinating public messaging during infectious disease outbreaks and information sharing regarding monitoring and tracking of cases of persons under investigation to ensure maximum coordination and consistency of messaging.
Domain 3 Strategy: Strengthen Information Management

Information management is the ability to develop and maintain systems and procedures that facilitate the communication of timely, accurate, and accessible information, alerts, and warnings using a whole community approach. It also includes the ability to exchange health information and situational awareness with federal, state, local, territorial, and tribal governments and partners.

Associated Capabilities

- Capability 4: Emergency Public Information and Warning
- Capability 6: Information Sharing
Domain 4 Strategy: Strengthen Countermeasures and Mitigation

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

Associated Capabilities

- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 9: Medical Materiel Management and Distribution
- Capability 11: Non-pharmaceutical Interventions
- Capability 14: Responder Safety and Health

<table>
<thead>
<tr>
<th>Domain Activity: Develop and Test MCM Distribution, Dispensing, and Vaccine Administration Plans</th>
<th>Deliverable</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operationalize MCM distribution, dispensing, and vaccine administration plans through development, training, exercising, and evaluating these MCM plans. Managing access to and administration of countermeasures and ensuring the safety and health of clinical and other personnel are important priorities for preparedness and continuity of operations. Jurisdictions participating in the CHEMPACK program, Cities Readiness Initiative (CRI), or other planning for maintaining treatment or prophylaxis caches must be engaged in the development, training, and exercising of plans for MCM distribution, dispensing, and vaccine administration. This includes open and closed points of dispensing (POD) plans and plans to leverage community vaccine providers in large pandemic influenza-like responses.</td>
<td>Provide to the state's MCM Coordinator most recent copies of the jurisdiction’s Medical Countermeasures Distribution and/or Medical Countermeasures Dispensing plans.</td>
<td>Mid-year report</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Domain Activity: Demonstrate Operational Readiness for Pandemic Influenza</th>
<th>Deliverable</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>For pandemic influenza preparedness planning, all local jurisdictions and CRI jurisdictions must collaborate with immunization.</td>
<td>Provide evidence of collaboration with immunization programs to develop,</td>
<td>June 30, 2020</td>
</tr>
</tbody>
</table>
## Domain 4 Strategy: Strengthen Countermeasures and Mitigation

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

**Associated Capabilities**

- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 9: Medical Materiel Management and Distribution
- Capability 11: Non-pharmaceutical Interventions
- Capability 14: Responder Safety and Health

<table>
<thead>
<tr>
<th>Domain Activity: Maintain Preparedness Plans Based on Risks</th>
<th>Deliverable</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>All local jurisdictions must have in place essential planning elements to respond to both an intentional release of anthrax and a pandemic influenza. <em>Maintain and update anthrax plans.</em></td>
<td>Provide evidence plans that outline the provision of MCMs.</td>
<td>June 30, 2020</td>
</tr>
</tbody>
</table>

For a public health, response to an intentional release of anthrax, all local jurisdictions and CRI jurisdictions must have updated plans that outline how the jurisdiction will provide MCMs, including antibiotics and vaccines for post-exposure prophylaxis and antibiotics and antitoxin for treatment, to the potentially infected populations within 48 hours. Plans should be effectively coordinated with CRI and local jurisdictional MCM dispensing plans.
Domain 4 Strategy: Strengthen Countermeasures and Mitigation

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

Associated Capabilities

- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 9: Medical Materiel Management and Distribution
- Capability 11: Non-pharmaceutical Interventions
- Capability 14: Responder Safety and Health

Maintain and update pandemic influenza plans.

All recipients and CRI jurisdictions must seek subject matter expertise and collaborate with health department programs including immunization programs and other subject matter experts to update pandemic influenza plans to prevent, control, and mitigate the impact on the public’s health. Plans should address ways to help meet pandemic vaccination goals for the general population and goals targeting vaccination of critical workforce personnel:

Address multiple capabilities, drawing on a wide spectrum of subject matter expertise in
- Address multiple capabilities, drawing on a wide spectrum of subject matter expertise in surveillance, epidemiology, laboratory testing, community mitigation measures, MCMs (both vaccines, antiviral drugs, and others), health care system preparedness and response activities, communications and public outreach, scientific infrastructure preparedness, regulatory and legal considerations, and domestic response policy and incident management;
Domain 4 Strategy: Strengthen Countermeasures and Mitigation

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

Associated Capabilities

- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 9: Medical Materiel Management and Distribution
- Capability 11: Non-pharmaceutical Interventions
- Capability 14: Responder Safety and Health

- Determine jurisdictional readiness to vaccinate critical workforce personnel with two doses of pandemic influenza vaccine, separated by 21 days, within four weeks of influenza vaccine availability;
- Determine readiness of the jurisdiction's vaccine providers and partners to vaccinate at least 80% of the jurisdiction's population with two doses of pandemic influenza vaccine, separated by 21 days, within 12 weeks of pandemic influenza vaccine availability; and
- Estimate pandemic vaccine administration capacity based on potential number, types, participation rate, and throughput of vaccine providers and settings. This includes health care provider offices, pharmacies, school-based health centers, worksites and occupational health clinics, hospitals, federal facilities with vaccine administration capabilities, and PODs or dispensing and vaccination clinics that would participate in a pandemic vaccine response.

Domain Activity: Ensure Scalable Staffing Plans

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ensure, to the greatest extent possible, that staffing plans are scalable to adapt to changing requirements based on the incident size, scope and plans should be able to guide the mobilization of large numbers of resources</td>
<td>June 30, 2020</td>
</tr>
</tbody>
</table>
Domain 4 Strategy: Strengthen Countermeasures and Mitigation

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

Associated Capabilities

- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 9: Medical Materiel Management and Distribution
- Capability 11: Non-pharmaceutical Interventions
- Capability 14: Responder Safety and Health

Complexity. The number, type, and sources of resources must be able to quickly mobilize or demobilize.

including staff, volunteers, equipment, and facilities during a large response. Plans should also provide flexibility to guide responses to smaller incidents that pose a serious public health threat.

Domain Activity: Conduct Required MCM Exercises

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Due Date</th>
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</thead>
<tbody>
<tr>
<td>CDC requires the following progressive exercises in the 2019-2024 performance period. A real incident that incorporates the same operational elements fulfills any level of exercise requirement for the same operational period.</td>
<td>CRI Jurisdictions: Complete three annual dispensing drills (facility setup, staff notification and assembly, and site activation), alternating each year between anthrax and pandemic influenza scenarios. Information will be submitted through DCIPHER. Complete two TTXs every five years, one to demonstrate readiness for an anthrax scenario and one for a pandemic influenza</td>
</tr>
</tbody>
</table>
Domain 4 Strategy: Strengthen Countermeasures and Mitigation

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

Associated Capabilities

- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 9: Medical Materiel Management and Distribution
- Capability 11: Non-pharmaceutical Interventions
- Capability 14: Responder Safety and Health

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domain Activity: Updated Critical Contact Sheets</td>
<td>December 31, 2019</td>
</tr>
<tr>
<td>Regular updates to the Critical Contact Sheet ensure that key individuals for the jurisdiction’s process of receiving SNS/MCM are identified and contact information is kept current. Maintaining current information reduces delays in sharing information or activating staff with significant roles</td>
<td>All CRI and Non-CRI Jurisdictions: Completed a Critical Contact Sheet (provided by the state) and submit to the state’s Medical Countermeasures Coordinator.</td>
</tr>
</tbody>
</table>
Domain 4 Strategy: Strengthen Countermeasures and Mitigation

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

Associated Capabilities

- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 9: Medical Materiel Management and Distribution
- Capability 11: Non-pharmaceutical Interventions
- Capability 14: Responder Safety and Health

Budget Period 1, the ORR will maintain an MCM focus but will also include pandemic influenza planning and response elements. Beginning in July 2020, the start of Budget Period 2, CDC plans to expand the ORR to include a comprehensive evaluation of planning and operational readiness based on elements across all 15 public health preparedness and response capabilities. CRI health departments that have successfully achieved Project Public Health Ready (PPHR) recognition (or re-recognition) status will qualify for exemption from the planning elements of the ORR process. Successful and active PPHR recognition will fulfill the local ORR planning requirements for the duration of the five-year recognition period. Similar to accreditation, local jurisdictions that have a role in public health response activities may apply for PPHR recognition through a state-supported model. States unfamiliar with the PPHR process should contact the National Association of County and City Health Officials (NACCHO), which administers the PPHR program.

All CRI and Non-CRI Jurisdictions: Submit to the state’s Medical Countermeasures Coordinator a Completed Operational Readiness Review Self-Assessment.

Domain Activity: MCM Action Plans

Deliverable

Due Date

December 31, 2019
## Domain 4 Strategy: Strengthen Countermeasures and Mitigation

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

### Associated Capabilities

- **Capability 8:** Medical Countermeasure Dispensing and Administration
- **Capability 9:** Medical Materiel Management and Distribution
- **Capability 11:** Non-pharmaceutical Interventions
- **Capability 14:** Responder Safety and Health

MCM Action Plans will be used to identify and gaps identified through the Operational Readiness Review Self-Assessment. The state’s review process of MCM Action Plans will allow for the sharing of best practices throughout the state and to identify commonalities across jurisdictions.

Non-CRI Jurisdictions: Complete the MCM Action Plan twice annually.

CRI Jurisdictions: Complete an MCM Action Plan each quarter and participate in state lead quarterly conference calls.

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participate in an annual inventory management system test to receive electronic inventory data.</td>
<td>No later than June 30, 2020.</td>
</tr>
<tr>
<td>Jurisdictions that use the iCam inventory management system will be required to utilize iCam to receive and verify inventory allotments, adjust inventory based on...</td>
<td></td>
</tr>
</tbody>
</table>

| December 31, 2019 |
| June 30, 2019 |
| Once each quarter as requested by the state. |

### Domain Activity: Conduct Inventory Management Tracking System Annual Tests

The capability of jurisdictions to receive electronic SNS/MCM related inventory ensures the timely receipt, distribution, accountability, and recovery of assets distributed to local jurisdictions through the state.
Domain 4 Strategy: Strengthen Countermeasures and Mitigation

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

Associated Capabilities

- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 9: Medical Materiel Management and Distribution
- Capability 11: Non-pharmaceutical Interventions
- Capability 14: Responder Safety and Health

Jurisdictions that use a “non-iCam” system will be required to use respective inventory system to receive an electronic file, verify receipt, adjust inventory levels, and “return” unused materiel.

<table>
<thead>
<tr>
<th>Domain Activity: Update Receipt, Stage, and Store (RSS) Site Surveys</th>
<th>Deliverable</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete the RSS site survey form annually. RSS site information is required for the primary and backup RSS sites, a minimum of at least two locations, and all potential RSS sites in the jurisdiction. Local jurisdictions are required to validate each RSS site, with CDC and a U.S. Marshals Service representative, at least once every three years.</td>
<td>Non-CRI Jurisdictions: Submit to the state’s Medical countermeasures Coordinator a completed RSS Site Survey form. CRI Jurisdictions: Using DCIPHER, complete the RSS Site Survey form for both primary and secondary sites.</td>
<td>Mid-year report</td>
</tr>
</tbody>
</table>
Domain 4 Strategy: Strengthen Countermeasures and Mitigation

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

Associated Capabilities

- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 9: Medical Materiel Management and Distribution
- Capability 11: Non-pharmaceutical Interventions
- Capability 14: Responder Safety and Health

Domain Activity: Coordinate Non-pharmaceutical Interventions

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coordinate with and support partner agencies to plan and implement non-</td>
<td>End of year report</td>
</tr>
<tr>
<td>pharmaceutical interventions (NPIs) by developing and updating plans for</td>
<td></td>
</tr>
<tr>
<td>isolation, quarantine, temporary school and child care closures and</td>
<td></td>
</tr>
<tr>
<td>dismissals, mass gathering (large event) cancellations and restrictions on</td>
<td></td>
</tr>
<tr>
<td>movement, including border control measures.</td>
<td></td>
</tr>
<tr>
<td>Plans must: Document applicable jurisdictional, legal, and regulatory</td>
<td></td>
</tr>
<tr>
<td>authorities necessary for implementation of NPIs in routine and incident-</td>
<td></td>
</tr>
<tr>
<td>specific situations.</td>
<td></td>
</tr>
<tr>
<td>Delineate roles and responsibilities of health, law enforcement, emergency</td>
<td></td>
</tr>
<tr>
<td>management, chief executive, and other relevant agencies and partners.</td>
<td></td>
</tr>
<tr>
<td>Define procedures, triggers, and necessary authorizations to implement</td>
<td></td>
</tr>
<tr>
<td>NPIs, whether addressing individuals, groups, facilities, animals, food</td>
<td></td>
</tr>
<tr>
<td>products, public works/utilities, or travelers passing through ports of</td>
<td></td>
</tr>
<tr>
<td>entry.</td>
<td></td>
</tr>
</tbody>
</table>
Domain 4 Strategy: Strengthen Countermeasures and Mitigation

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

Associated Capabilities

- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 9: Medical Materiel Management and Distribution
- Capability 11: Non-pharmaceutical Interventions
- Capability 14: Responder Safety and Health

Determine occupational and exposure prevention measures, such as decontamination or evacuation strategies.

Domain Activity: Ensure Safety and Health of Responders

Local jurisdictions must assist, train, and provide resources necessary to protect public health first responders, critical workforce personnel, and critical infrastructure workforce from hazards during response and recovery operations.

<table>
<thead>
<tr>
<th>Deliverable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistance may include personal protective equipment (PPE), MCMs, workplace violence training, psychological first aid training, and other resources specific to an emergency that would protect responders and health care workers from illness or injury at the state and local levels. This may include developing clearance goals for contaminated areas based on guidance from a committee of subject matter experts.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 30, 2020</td>
</tr>
</tbody>
</table>
## Domain 5 Strategy: Strengthen Surge Management

Surge management is the ability to coordinate jurisdictional partners and stakeholders to ensure adequate public health, health care, and behavioral services and resources are available during events that exceed the limits of the normal public health and medical infrastructure of an affected community. This includes coordinating expansion of access to public health, health care and behavioral services; mobilizing medical and other volunteers as surge personnel; conducting ongoing surveillance and public health assessments at congregate locations; and coordinating with organizations and agencies to provide fatality management services.

### Associated Capabilities
- Capability 5: Fatality Management
- Capability 7: Mass Care
- Capability 10: Medical Surge
- Capability 15: Volunteer Management

<table>
<thead>
<tr>
<th>Domain Activity: Coordinate Activities to Manage Public Health and Medical Surge</th>
<th>Deliverable</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coordinate with emergency management, and other relevant partners and stakeholders to assess the public health and medical surge needs of the affected community.</td>
<td>At minimum, local jurisdictions must have written plans in place that clearly define the public health roles and responsibilities during surge operations and outline procedures on how public health will engage the health care system to provide and receive situational awareness throughout the surge event.</td>
<td>Updates at mid-year and end of year</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Domain Activity: Coordinate Public Health, Health Care, Mental/Behavioral Health, and Human Services Needs during Mass Care Operations</th>
<th>Deliverable</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local jurisdictions should coordinate with and support partner agencies to address, within congregate locations (excluding shelter-in-place locations), the public health, health care, mental/behavioral health, and human services needs of those impacted by an incident. In collaboration with ESF</td>
<td>At minimum, these plans should address: Procedures on how ongoing surveillance and public health assessments will be coordinated to ensure that the public health, health care,</td>
<td>Mid-year and end of year report updates</td>
</tr>
</tbody>
</table>
Domain 5 Strategy: Strengthen Surge Management

Surge management is the ability to coordinate jurisdictional partners and stakeholders to ensure adequate public health, health care, and behavioral services and resources are available during events that exceed the limits of the normal public health and medical infrastructure of an affected community. This includes coordinating expansion of access to public health, health care and behavioral services; mobilizing medical and other volunteers as surge personnel; conducting ongoing surveillance and public health assessments at congregate locations; and coordinating with organizations and agencies to provide fatality management services.

Associated Capabilities

- Capability 5: Fatality Management
- Capability 7: Mass Care
- Capability 10: Medical Surge
- Capability 15: Volunteer Management

#8 partners, health care, emergency management, and other pertinent stakeholders, local jurisdictions should develop, refine, or maintain written plans that identify the public health roles and responsibilities in supporting mass care operations.

<table>
<thead>
<tr>
<th>Domain Activity: Coordinate with Partners to Address Public Health Needs during Fatality Management Operations</th>
<th>Deliverable</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coordinate with and support partner agencies to address fatality management needs resulting from an incident.</td>
<td>In collaboration with jurisdictional partners and stakeholders, local jurisdictions should conduct the following activities.</td>
<td>End of year report</td>
</tr>
<tr>
<td></td>
<td>Coordinate with subject matter experts and</td>
<td></td>
</tr>
</tbody>
</table>

mental/behavioral health and human services needs of those impacted by the incident continue to be met while at congregate locations; and

Procedures to support or implement family reunification, including any special considerations for children.
Domain 5 Strategy: Strengthen Surge Management

Surge management is the ability to coordinate jurisdictional partners and stakeholders to ensure adequate public health, health care, and behavioral services and resources are available during events that exceed the limits of the normal public health and medical infrastructure of an affected community. This includes coordinating expansion of access to public health, health care and behavioral services; mobilizing medical and other volunteers as surge personnel; conducting ongoing surveillance and public health assessments at congregate locations; and coordinating with organizations and agencies to provide fatality management services.

Associated Capabilities

- Capability 5: Fatality Management
- Capability 7: Mass Care
- Capability 10: Medical Surge
- Capability 15: Volunteer Management

Cross-disciplinary partners and stakeholders to clarify, document, and communicate the public health agency role in fatality management, based on jurisdictional risks, incident needs, and partner and stakeholder authorities.

The public health agency role may include supporting:

- Recovery and preservation of remains,
- Identification of the deceased,
- Determination of cause and manner of death, including whether disaster-related
- Release of remains to an authorized individual,
- Provision of mental/behavioral health
Domain 5 Strategy: Strengthen Surge Management

Surge management is the ability to coordinate jurisdictional partners and stakeholders to ensure adequate public health, health care, and behavioral services and resources are available during events that exceed the limits of the normal public health and medical infrastructure of an affected community. This includes coordinating expansion of access to public health, health care and behavioral services; mobilizing medical and other volunteers as surge personnel; conducting ongoing surveillance and public health assessments at congregate locations; and coordinating with organizations and agencies to provide fatality management services.

Associated Capabilities

- Capability 5: Fatality Management
- Capability 7: Mass Care
- Capability 10: Medical Surge
- Capability 15: Volunteer Management

- assistance, and
  - Plans to include culturally appropriate messaging around handling of remains. Coordinate with community partners, including law enforcement, emergency management, and medical examiners or coroners to ensure proper tracking, transportation, handling, and storage of human remains and ensure access to mental and behavioral health services for responders and families impacted by an incident.

  Have procedures in place to identify and support public health agency lead and/or support activities for fatality incident management, including continuity of
Domain 5 Strategy: Strengthen Surge Management

Surge management is the ability to coordinate jurisdictional partners and stakeholders to ensure adequate public health, health care, and behavioral services and resources are available during events that exceed the limits of the normal public health and medical infrastructure of an affected community. This includes coordinating expansion of access to public health, health care and behavioral services; mobilizing medical and other volunteers as surge personnel; conducting ongoing surveillance and public health assessments at congregate locations; and coordinating with organizations and agencies to provide fatality management services.

Associated Capabilities

- Capability 5: Fatality Management
- Capability 7: Mass Care
- Capability 10: Medical Surge
- Capability 15: Volunteer Management

Domain Activity: Coordinate Medical and Other Volunteers to Support Public Health and Medical Surge

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct the following activities to address volunteer planning considerations.</td>
<td>June 30, 2020</td>
</tr>
<tr>
<td>• Estimate the anticipated number of public health volunteers and health operations, based on incident data and recommendations.</td>
<td></td>
</tr>
<tr>
<td>Have procedures in place to share information with fatality management partners, including fusion centers or comparable centers and agencies, emergency operations centers, and epidemiologist(s), to provide and receive relevant surveillance information that may impact the response.</td>
<td></td>
</tr>
</tbody>
</table>
Domain 5 Strategy: Strengthen Surge Management

Surge management is the ability to coordinate jurisdictional partners and stakeholders to ensure adequate public health, health care, and behavioral services and resources are available during events that exceed the limits of the normal public health and medical infrastructure of an affected community. This includes coordinating expansion of access to public health, health care and behavioral services; mobilizing medical and other volunteers as surge personnel; conducting ongoing surveillance and public health assessments at congregate locations; and coordinating with organizations and agencies to provide fatality management services.

Associated Capabilities

- Capability 5: Fatality Management
- Capability 7: Mass Care
- Capability 10: Medical Surge
- Capability 15: Volunteer Management

Professional roles based on identified situations and resource needs. Identify and address volunteer liability, licensure, workers' compensation, scope of practice, and third-party reimbursement issues that may deter volunteer use. Identify processes to assist with volunteer coordination, including protocols to handle walk-up volunteers and others who cannot participate due to state regulations. Jurisdictions that do not use spontaneous or other volunteers due to state regulations must describe in their plans how they plan to handle those types of volunteers during an incident. Leverage existing government and non-governmental volunteer registration programs, such as ESAR-VHP and Medical Reserve Corps (MRC).

To the greatest extent possible, all plans should be scalable to adapt to changing requirements based on the incident size, scope, and complexity.

Response to public health emergencies. Volunteers should be included in training, drills, and exercises throughout the five-year performance period to demonstrate skills and competencies.
## Domain 5 Strategy: Strengthen Surge Management

Surge management is the ability to coordinate jurisdictional partners and stakeholders to ensure adequate public health, health care, and behavioral services and resources are available during events that exceed the limits of the normal public health and medical infrastructure of an affected community. This includes coordinating expansion of access to public health, health care and behavioral services; mobilizing medical and other volunteers as surge personnel; conducting ongoing surveillance and public health assessments at congregate locations; and coordinating with organizations and agencies to provide fatality management services.

**Associated Capabilities**
- Capability 5: Fatality Management
- Capability 7: Mass Care
- Capability 10: Medical Surge
- Capability 15: Volunteer Management

The number, type, and sources of resources must be able to expand or retract rapidly.

## Domain 6 Strategy: Strengthen Biosurveillance

Biosurveillance is the ability to conduct rapid and accurate laboratory tests to identify biological, chemical, radiological, and nuclear agents; and the ability to identify, discover, locate, and monitor through active and passive surveillance - threats, disease agents, incidents, outbreaks, and adverse events, and provide relevant information in a timely manner to stakeholders and the public.

**Associated Capabilities**
- Capability 12: Public Health Laboratory Testing
- Capability 13: Public Health Surveillance and Epidemiological Investigation
Domain 6 Strategy: Strengthen Biosurveillance

Biosurveillance is the ability to conduct rapid and accurate laboratory tests to identify biological, chemical, radiological, and nuclear agents; and the ability to identify, discover, locate, and monitor - through active and passive surveillance - threats, disease agents, incidents, outbreaks, and adverse events, and provide relevant information in a timely manner to stakeholders and the public.

Associated Capabilities
- Capability 12: Public Health Laboratory Testing
- Capability 13: Public Health Surveillance and Epidemiological Investigation

Domain Activity: Conduct Epidemiological Surveillance and Investigation

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Focus on improving information sharing and coordinate information technology goals, investments, and work plans</td>
<td>Mid-year and end of year report updates</td>
</tr>
<tr>
<td>Have access to trained personnel to manage and monitor routine jurisdictional surveillance and epidemiological investigation systems. Support surge requirements in response to threats to include supporting population at risk of adverse health outcomes as a result of the incident.</td>
<td>Mid-year and end of year report updates</td>
</tr>
<tr>
<td>Have procedures in place to establish partnerships, conduct investigations, and share information with other governmental agencies, partners, and organizations. This includes supporting populations at risk of adverse health</td>
<td></td>
</tr>
</tbody>
</table>

Conduct border health surveillance activities.

The focus on cross-border preparedness reinforces public health whole community approach, which is essential for local-to-global threat risk management and response to actual events regardless of source or origin.
Domain 6 Strategy: Strengthen Biosurveillance

Biosurveillance is the ability to conduct rapid and accurate laboratory tests to identify biological, chemical, radiological, and nuclear agents; and the ability to identify, discover, locate, and monitor - through active and passive surveillance - threats, disease agents, incidents, outbreaks, and adverse events, and provide relevant information in a timely manner to stakeholders and the public.

Associated Capabilities

- Capability 12: Public Health Laboratory Testing
- Capability 13: Public Health Surveillance and Epidemiological Investigation

outcomes as a result of the incident.

- Local jurisdictions located on the United States-Mexico border should conduct activities that enhance border health, particularly regarding disease detection, identification, investigation, and preparedness and response activities related to emerging diseases and infectious disease outbreaks whether naturally occurring or due to bioterrorism.

Implement processes for using poison control center data for public health surveillance.

Such data can be particularly helpful in 1) providing situational awareness during a known public health threat, 2) identifying an emerging public health threat, 3) identifying unmet public health communication needs following a public health threat, or 4) providing surveillance for specific exposures or illnesses of concern to the health department.

- Provide processes with mid-year and end of year reporting

Coordinate with epidemiological and vital records partners to implement electronic death registration (EDR) systems.

- Local jurisdictions should prioritize development of scalable plans implement

Mid-year and end of year report updates
Domain 6 Strategy: Strengthen Biosurveillance

Biosurveillance is the ability to conduct rapid and accurate laboratory tests to identify biological, chemical, radiological, and nuclear agents; and the ability to identify, discover, locate, and monitor - through active and passive surveillance - threats, disease agents, incidents, outbreaks, and adverse events, and provide relevant information in a timely manner to stakeholders and the public.

Associated Capabilities

- Capability 12: Public Health Laboratory Testing
- Capability 13: Public Health Surveillance and Epidemiological Investigation

Local jurisdiction should coordinate with epidemiological partners to implement processes for active and passive mortality surveillance and EDR use. Depending upon the jurisdiction’s prior experience with utilizing EDR systems during a response.

an EDR system, such as developing reporting and technological capability; assessing potential legal information sharing barriers and restrictions; and other actions that will help establish initial functionality. An option for EDR development planning can include working with the jurisdictional vital records office (VRO) report updates
DATE: August 1, 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 contract between Steward Health Choice Arizona and Coconino County Health and Human Services (CCHHS), and a corresponding Budget Adjustment in the amount of $21,780, to fund the Health Outcomes through Prevention and Education (HOPE) Coconino Substance Use Prevention Coalition to provide substance use prevention activities for the period of July 1, 2019 through April 30, 2020; the program will fund .125 FTE of the current CCHHS Prescription Drug Overdose Prevention Program staff (which is currently 1.0 FTE).

RECOMMENDED MOTION:

Consideration and possible action regarding approval of a contract between Steward Health Choice Arizona and Coconino County Health and Human Services (CCHHS), and a corresponding Budget Adjustment in the amount of $21,780, to fund the Health Outcomes through Prevention and Education (HOPE) Coconino Substance Use Prevention Coalition to provide substance use prevention activities for the period of July 1, 2019 through April 30, 2020; the program will fund .125 FTE of the current CCHHS Prescription Drug Overdose Prevention Program staff (which is currently 1.0 FTE).

BACKGROUND:

In September 2018, the CCHHS Prescription Drug Overdose Prevention (PDO) Program initiated the HOPE Coconino Coalition as a result of findings from stakeholder meetings in which community substance use experts indicated a need for a local, active substance use prevention coalition. The coalition had at least 20 active members from several community agencies and sectors and continues to be led by CCHHS PDO Program staff.

In October 2018 a representative from Steward Health Choice Arizona indicated that Opioid State Targeted Response funding was available to substance use prevention coalitions in Northern Arizona to provide opioid prevention activities, which align with HOPE Coconino and CCHHS PDO priorities.
ALTERNATIVES:

The Board could choose not to approve this IGA Amendment, which would result in the loss of $21,780 to fund HOPE Coconino opioid prevention activities. There are currently no other active substance use coalitions in Coconino County.

FISCAL IMPACT:

The proposed budget requires the establishment of a new sub-division in Munis.Cost center amounts affected by this 1308.31.3106.xxxx.0000.662. The budget award is $21,780.00. The source of this award is Stewart Health Choice Arizona.

ATTACHMENTS:

1 - Staff Report
2 - STEWARD HEALTH CHOICE ARIZONA
3 - FY20 BUDGET ADJUSTMENT
HEALTH CHOICE
ARIZONA

CONTRACT BETWEEN
STEWARD HEALTH CHOICE ARIZONA

AND

COCONINO COUNTY PUBLIC HEALTH SERVICES DISTRICT

PURPOSE

THIS CONTRACT is entered into between Opioid State Targeted Response (STR) Provider or State Opioid Response (SOR) Provider, COCONINO COUNTY PUBLIC HEALTH SERVICES DISTRICT (CCPHSD) ("Opioid STR/SOR Provider") and STEWARD HEALTH CHOICE ARIZONA (SHCA) for the purpose of implementing Opioid State Targeted Response (STR) or State Opioid Response (SOR) grant for individuals in primary care and community health settings for substance misuse and substance use disorders. The Opioid STR/SOR programs are designed to expand and enhance the continuum of care for individuals with Opioid Use Disorders (OUD), increase access to Medication Assisted Treatment (MAT), increase collaboration with justice systems, law enforcement and other community stakeholders, reduce costly health care utilization, promote sustainability and enhance behavioral health information technology.

AGREEMENT

1. Nature of the Agreement

CCPHSD is being engaged by SHCA for the purpose of participating in SHCA’s STR program from the federal Substance Abuse and Mental Health Services Administration (SAMHSA) to increase access to Opioid Use Disorder (OUD) treatment, coordinated integrated care, Medication Assisted Treatment (MAT) and prevention activities to reduce the prevalence of OUDs and opioid-related overdose deaths. SHCA and participating providers will collaborate with state, regional and local agencies to develop and implement best practices to comprehensively address the full continuum of care related to opioid misuse, abuse, and dependency for individuals who present at the sites in Gila, Yavapai, Navajo, Apache, Mohave and Coconino counties.
2. **Scope of Services**

In administering STR programs, – CCPHSD will:

A. Perform the appropriate roles/services outlined in the SHCA STR/SOR Policy and Protocol, Provider Expectations, and approved STR Budget Narrative for the following setting:

- [ ] Health Home
- [ ] Opioid Treatment Programs
- [ ] Centers of Excellence
- [ ] Residential Treatment
- [ ] Jail Diversion and Reach Out
- [ ] Hospital Emergency Department Programs
- [ ] Federally Qualified Health Center
- [x] Community Agencies/Coalitions

B. Collaborate with SHCA to identify and prioritize the Opioid STR/SOR Provider’s sites that will be participating in the Opioid STR/SOR programs and identify reasonable time-frames for the implementation of Opioid STR/SOR services at each site;

C. Designate an Opioid STR/SOR administrative contact for the Opioid STR/SOR Provider who will be responsible for coordinating and overseeing the Opioid STR/SOR program at each Opioid STR/SOR Provider site;

D. Cooperate with SHCA in verifying that the Opioid STR/SOR Provider credentialing process is sufficient to ensure that Opioid STR/SOR Provider staff who administer Opioid STR/SOR services meet federal and state licensing requirements, if applicable, have sufficient verified skills and knowledge to administer Opioid STR/SOR, and are not listed on any federal excluded party lists;

E. Ensure that Opioid STR/SOR Provider staff who administer Opioid STR/SOR services participate in all required SHCA Opioid STR/SOR trainings;

F. Cooperate with the SHCA Opioid STR/SOR Program Management Team and SHCA Quality Management on requirements related to outcomes and fidelity to the Opioid STR/SOR model of service delivery and reporting;

G. Attend SHCA Opioid STR/SOR Provider Committee meetings and any other Opioid STR/SOR meetings, as required by SHCA;

H. Participate in SHCA tele-health and tele-mentoring programs, including ECHO as required by SHCA;

I. Cooperate and collaborate with SHCA in all aspects of Opioid STR/SOR service delivery and reporting. Opioid STR/SOR Provider shall direct all questions and communications related to services provided under this contract to SHCA.
3. Payment

A. Payment for the period May 1, 2018 through April 30, 2020 has been approved in the amount of $21,780 under the STR, incorporated by reference into this Contract;
B. Disbursement of Opioid STR/SOR funds for this contract period are subject to final budget approval by AHCCCS;
C. Opioid STR/SOR Provider shall submit a monthly invoice to the SHCA’s STR/SOR Program Manager and SHCA Director of Accounting by the 8th (eighth) day following the end of each month on a form provided by;
D. No payment shall be made to Opioid STR/SOR Provider under this agreement during the time that the provider is identified on the Office of the Inspector General’s (OIG) list of excluded providers or the General Services Administration’s (GSA) Excluded Parties List System (EPLS);
E. Opioid STR/SOR Provider shall manage funds according to applicable state and federal regulations for administrative requirements, cost principles and audits.

4. Term of Contract

This agreement shall be effective between the dates of May 1, 2018 through April 30, 2020 and may be renewed each year throughout the course of the SHCA Opioid STR program.

SHCA may terminate this Agreement or any statement of work immediately upon thirty (30) days written notice to Opioid STR/SOR Provider without reason, penalty or breach of this Agreement. In the event of any such termination, Opioid STR/SOR Provider shall be compensated for any services rendered prior to the effective date of the termination, but any compensation allocated to services that were yet to be rendered with regard to any canceled aspect of the services shall then be eliminated.

5. Monitoring Requirements

Opioid STR/SOR Provider acknowledges that requirements may change as governmental regulations change and assures that it will comply with applicable reporting and operational requirements related to the programmatic and financial performance of this grant.

6. No Exclusion

Opioid STR/SOR Provider agrees as follows:

A. Opioid STR/SOR Provider represents and warrants that neither it nor any of its employees or representatives performing services under the Agreement has ever been: (1) convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal health care program; (2) excluded or debarred from participation in any federal health care program, including Medicare and Medicaid; or (3) otherwise sanctioned by the federal government, including being listed on the General Services Administration’s Excluded Party Listing System.
B. Opioid STR/SOR Provider shall notify SHCA immediately in the event that the representation contained in Sub-Paragraph a., above, is or becomes untrue at any time during the term of the Agreement.

C. SHCA may terminate the Agreement immediately in the event that Vendor or one of its employees or representatives performing services under the Agreement is: (1) convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal health care program; (2) excluded from or debarred from participation in any federal health care program, including Medicare and Medicaid; or (3) otherwise sanctioned by the federal government, including being listed on the general services administration's excluded party listing system.

D. If one of Opioid STR/SOR Provider's employees or representatives performing services under the Agreement is convicted, excluded or debarred as described above, SHCA may, in its sole discretion and as an alternative to termination of the Agreement, require Opioid STR/SOR Provider to replace such employee or representative with another appropriate employee or representative acceptable to SHCA.

7. Restrictions on Lobbying

Opioid STR/SOR Provider shall not use Opioid STR/SOR funds to pay for, influence or seek to influence any officer or employee of the State of Arizona or the federal government if that action may have an impact or any nature, on this contract.

8. Supplanting Funds

Grant funds cannot be used to supplant current funding of existing activities. Under the HHS Grants Policy Directives, 1.02 General-Definition: Supplant is to replace funding of a recipient's existing program with funds from a Federal Grant.

9. Patient Record Confidentiality

Opioid STR/SOR Provider shall abide by the provisions of Attachment A (Business Associate Agreement) attached hereto and incorporated herein by reference with respect to information subject to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996, as amended. Should SHCA amend Attachment A (Business Associate Agreement) as is necessary to comply with the requirements of the Privacy and Security Regulations (as such term is defined in the Business Associate Agreement), SHCA will provide written notification of the change to Opioid STR/SOR Provider, which shall replace Attachment A (Business Associate Agreement) with the updated one. In the event of a conflict between Attachment A and the body of this Agreement, Attachment A shall govern.

"Confidentiality of Alcohol and Drug Abuse Patient Records" regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR 2. Opioid STR Provider is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.
10. Trafficking Victims Protection Act

This contract is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C.7104). For the full text of the award term, go to https://www.samhsa.gov/sites/default/files/new-grant-terms-conditions.pdf.

11. Executive Order 13410

Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all grantees and sub-recipients that electronically exchange patient level health information to external entities where national standards exist must:

A. Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this contract; and

B. Use Electronic Health Record Systems (EHRs) that are certified by agencies authorized by the Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of the grant.

12. Audit Requirements

A. Audit requirements for Federal award recipients are detailed at https://www.grants.gov/web/grants/learn-grants/grant-policies/omb-uniform-guidance-2014.html

B. Specifically, non-Federal entities that expend a total of $500,000 or more in Federal awards, during each Fiscal year, are required to have an audit completed in accordance with OMB Circular A-133. The Circular defines Federal awards as Federal Financial assistance (grants) and Federal cost-reimbursement (contracts) received both directly from a Federal awarding agency as well as indirectly from a pass-through entity and requires entities submit, to the Federal Audit Clearinghouse (FAC), a completed Data Collection Form (SF-SAC) along with the Audit Report, within the earlier of 30 days after receipt of the report or nine (9) months after the fiscal year end.

C. The Data Collection Forms and Audit Reports MUST be submitted to the FAC electronically at https://harvester.census.gov/facweb/. For questions and information concerning the submission process, please visit: https://harvester.census.gov/facides/InstructionsDocuments.aspx or call the FAC at 1-800-253-0696. Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this contract or denial of funding in the future.

13. FFATA Reporting Requirements

In compliance with the Federal Funding Accountability and Transparency Act of 2006, Reporting Requirements, (Pub. L. No. 102-282, as amended by Section 6205 (a) of Pub. L. No. 110-252),
Opioid STR/SOR Provider is required to provide SHCA information, as applicable, at the request of SHCA or AHCCCS. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable, website, which is www.USASpending.gov. Information on FFATA reporting may be found at http://www.fsrs.gov.

14. No Waiver

Either party’s failure to insist strict performance of any term or condition of the contract shall not be deemed a waiver of the term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

15. Arbitration

In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statues (Title 41).

With regard to any dispute that is subject to arbitration as described in this Section an arbitrator may not have any personal or pecuniary interest, either directly or indirectly, in the outcome of the matter disputed and may not be an employee, agent, or contractor of either party. There shall be no ex parte communications regarding the dispute with any potential or actual arbitrator. The arbitrator shall issue findings of facts and conclusions of law, and both parties expressly covenant and agree to be bound by the decision of the arbitrator as a final and binding determination of the matter in dispute. The costs of arbitration shall be borne equally by the parties, except that each party shall be solely responsible for its legal fees and related costs incurred in participating in the arbitration. The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as otherwise required by court order or as is necessary to confirm, vacate, or enforce the award and for disclosure in confidence to the parties’ respective attorneys, tax advisors, and senior management. The arbitrator shall have no authority to award any punitive or exemplary damages, or to vary or ignore the terms of the Agreement, and shall be bound by controlling law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Notwithstanding the foregoing, neither party shall be precluded from seeking injunctive or other equitable relief in court in connection with the enforcement of those sections of the Agreement that permit actions for injunctive relief. Nothing herein shall be interpreted to waive or limit the rights of any party to terminate this Agreement or challenge the arbitrator’s decision as allowed by law. This Section shall survive termination of this Agreement. Arbitration shall take place in Flagstaff, Arizona.

16. Non-Discrimination/Civil Rights

Opioid STR/SOR Provider shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

17. Federal Immigration and Nationality Act
Opioid STR/SOR Provider shall comply with all federal, state and local immigration laws and regulations related to the immigration status of their employees during the term of the agreement. The State shall retain the right to perform random audits of Opioid STR/SOR Provider or to inspect papers of any employee thereof to ensure compliance. Should AHCCCS determine that Opioid STR/SOR Provider be found noncompliant, AHCCCS may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default and suspension and/or debarment of Opioid STR/SOR Provider.

18. **Offshore Performance of Work Prohibited**

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Opioid STR/SOR Provider shall declare all anticipated offshore services to SHCA.

19. **Prohibition of Boycott of Israel.**

Opioid STR/SOR Provider certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393 et seq. Violation of this certification may result in action SHCA up to and including termination of this Contract.

20. **E-Verify Requirements**

In accordance with A.R.S. § 41-4401, Opioid STR/SOR Provider warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A during the term of this contract.

21. **Audit of Records**

In accordance with A.R.S. § 36-214 and § 35-215, Opioid STR/SOR Provider shall retain all data, books and other records relating to this contract for a period of six years after completion of the contract. All records shall be subject to inspection and audit by SHCA and/or State or Federal Government at reasonable times. Upon request, Opioid STR/SOR Provider shall produce a legible copy of any or all such records.

22. **Severability**

The provision of this contract is severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.

23. **Advertising and Promotion of Contract**

Opioid STR/SOR Provider shall not advertise or publish information for commercial benefit concerning this contract without the written approval of SHCA and AHCCCS.
24. Ownership of Information

A. AHCCCS reserves the right to review and approve any publications funded or partially
funded through this contract. Any materials, including reports, computer programs and
other deliverables, created under this contract are the sole property of the State of
Arizona; and

B. Per 45 CFR 774.36 and 45 CFR 92.34 and the HHS Grant Policy Statement, any
copyrighted or copyrightable works developed under this contract shall be subject to a
royalty-free, nonexclusive and irrevocable license to the government to reproduce,
publish, or otherwise use them and to authorize others to do so for Federal Government
purposes. Income earned from any copyrightable work developed under this grant must
be used as program income.

25. Right to Assurance

If, SHCA or AHCCCS, in good faith, has reason to believe that Opioid STR/SOR Provider does not
intend to, is unable to perform or continue performing under this contract, SHCA or AHCCCS
may demand in writing that Opioid STR/SOR Provider give a written assurance of intent to
perform. Failure by Opioid STR/SOR Provider to provide written assurance within the number of
days specified in the demand, SHCA or AHCCCS at its option, may terminate this contract.

26. Stop Work Order

SHCA or the AHCCCS may, at any time, by written order to Opioid STR/SOR Provider stop all or
any part, of the work called for by its contract for a period of ninety (90) days after the order is
delivered to Opioid STR/SOR Provider, and for any further period to which the parties may
agree. The order shall be specifically identified as a stop work order issued under this clause.
Upon receipt of the order, Opioid STR/SOR Provider shall immediately comply with its terms and
take all reasonable steps to minimize the incurrence of costs allocable to the work covered by
the order during the period of work stoppage. If a stop work order issued under this clause is
cancelled or the period of the order or any extension expires, Opioid STR/SOR Provider shall
resume work. SHCA or AHCCCS shall make an equitable adjustment in the delivery schedule or
contract price, or both, and the contract shall be amended in writing accordingly.

27. Cancellation for Conflict of Interest

SHCA may cancel this contract within three (3) years after execution of the contract without
penalty or further obligation if any person significantly involved in initiating, negotiating,
securing, drafting or creating this contract on behalf of the State or becomes at any time while
the contract or an extension of the contract is in effect and employee of or a consultant to any
other party to his contract with respect to the subject matter of the contract. The cancellation
shall be effective when Opioid STR/SOR Provider receives written notice of the cancellation
unless the notice specifies a later time.

28. Termination for Default

SHCA and AHCCCS reserve the right to terminate the contract in whole or in part due to the
failure of Opioid STR/SOR Provider to comply with any term or condition of the contract, to
acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the contract. SHCA or AHCCCS staff shall provide written notice of the termination and the reason for it to Opioid STR/SOR Provider. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by Opioid STR/SOR Provider under the contract shall became property of and be delivered to AHCCCS on demand.

29. Continuation of Performance through Termination

Opioid STR/SOR Provider shall continue to perform, in accordance with the requirements of the contract, up to the date of termination, as directed in the termination notice.

30. Third Party Antitrust Violations

Opioid STR/SOR Provider assigns to AHCCCS any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Opioid STR/SOR Provider toward fulfillment of this contract.

31. Non-Availability of Funds

A. In accordance with A.R.S. § 35-154, every payment obligation of AHCCCS under the contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation;

B. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by AHCCCS at the end of the period for which funds are available. No liability shall accrue to AHCCCS in the event this provision is exercised, and AHCCCS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by Opioid STR/SOR Provider in support of this contract; and

C. Funds are not presently available for performance under this contract beyond the current grant period. No legal liability on the part of the AHCCCS for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.

32. Indemnification

At Opioid STR/SOR Provider’s expense, Opioid STR/SOR Provider’s shall indemnify, defend and hold harmless, SHCA, the State of Arizona, and any of its departments, and their directors, officers, agents, employees, members, subsidiaries and successors in interest from and against any claim, action, proceeding, liability, loss, damage, cost, or expense, including, without limitation, attorneys’ fees, experts’ fees and court costs, arising out of any claim by a third party related to (i) Opioid STR/SOR Provider’s breach of this Agreement; (ii) any action or inaction of Opioid STR/SOR Provider that causes any injury to any person or persons or damage to tangible or intangible property; (iii) Opioid STR/SOR Provider’s failure to comply with any applicable laws and regulations; or (iv) Opioid STR/SOR Provider’s negligent or intentional acts of Opioid STR/SOR Provider or its employees (collectively, “Claims”). SHCA shall: (i) give Opioid STR/SOR Provider prompt written notice of such Claim; and (ii) once Opioid STR/SOR Provider has unconditionally accepted the tender of SHCA’s defense, allow Opioid STR/SOR Provider to
control, and fully cooperate with Opioid STR/SOR Provider (at Opioid STR/SOR Provider’s sole expense) in, the defense and all related negotiations. SHCA may, at its own expense, participate in the defense of such claim. Opioid STR/SOR Provider shall not enter into any stipulated judgment or settlement that purports to bind SHCA without SHCA’s express written authorization, which shall not be unreasonably withheld or delayed.

33. **Insurance**

Opioid STR/SOR Provider is responsible for maintaining insurance on employees and/or Opioid STR/SOR Provider contracted staff, including but not limited to: workers compensation insurance, professional liability, and general liability. SHCA and AHCCCS shall be named as additional insured.

34. **Contract Interpretation**

This agreement shall be governed by and interpreted according to the laws of the State of Arizona. Venue for any legal actions will be Coconino County.

35. **Contract Assignment**

This agreement may not be assigned by either party without the written consent of the other, which consent shall not be unreasonably withheld, provided, however SHCA may assign this Agreement (and the rights and duties hereunder) to another entity that either controls SHCA or is under common control with SHCA, or buys all or substantially all of the assets of SHCA, without obtaining the prior written consent of Opioid STR/SOR Provider.

36. **Full Understanding**

This agreement represents the full understanding between the parties and may only be modified in writing signed by the party to be changed.

37. **Parties’ Relationship**

In the performance of its obligations under this Agreement, the Opioid STR/SOR Provider is an independent contractor to SHCA. Neither the Opioid STR/SOR Provider nor its employees shall act or hold themselves out to third parties as a partner, employee, or agent of SHCA in the provision of patient services under this Agreement. SHCA will not withhold income tax or Social Security tax on behalf of the Opioid STR/SOR Provider’s employees, subcontractors, or agents and none of the foregoing will have any claim under this Agreement or otherwise against SHCA for vacation pay, sick leave, unemployment insurance, worker’s compensation, retirement benefits, disability benefits, or employee benefits of any kind. Opioid STR/SOR Provider will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully as applicable to its employees. Neither the SHCA nor its employees will incur any financial obligation on behalf of Steward without prior written approval of SHCA except as otherwise provided herein.

38. **Documents Incorporated by Reference**

The latest edition of the following documents are incorporated by reference into this contract:
A. Opioid STR/SOR Policy and Protocol
B. HCIC/AHCCCS State Targeted Response to the Opioid Crisis (Opioid STR) Allocation, Year 2 Funding, Contract #YH17-0003-02; and
C. HCIC /AHCCCS Letter of Award, dated 5/8/2018; or
D. SHCA / AHCCCS State Targeted Response to the Opioid Crisis (Opioid STR) Allocation, Year 2 Additional Funding, Contract #YH17-0003-02; and
E. SHCA /AHCCCS Letter of Award, dated 10/3/2018; or
F. SHCA / AHCCCS State Opioid Response Grants (SOR) Year 1 Funding; and

39. Notices

Any notices or payments permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

IF to SHCA:

Steward Health Choice Arizona
1300 S. Yale Street
Flagstaff, Arizona 86001
Attn: Shawn Nau, Chief Executive Officer
(928) 774-7128

If to Opioid STR/SOR Provider:

Coconino County Public Health Services District
2625 N King Street
Flagstaff, AZ 86004
Attn: Candice Koenker
(928) 679-7272

40. Authorization for Agreement

Agreement by SHCA and Opioid STR/SOR Provider has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the parties in accordance with its terms.

Signatures follow on the next page.
In Witness Whereof, the parties hereto agree to execute this contract.

AGREED

[Signature]

Shawn Nau
Chief Executive Officer
SHCA

[Signature]

Date

Anne Newland
Chief Executive Officer or Equivalent
Coconino County Public Health Services District

[Signature]

Date
ATTACHMENT A

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (the “Agreement”) is made and entered into as of May 1, 2018 (the “Effective Date”), by and between COCONINO COUNTY PUBLIC HEALTH SERVICES DISTRICT (“Associate”) and STEWARD HEALTH CHOICE ARIZONA, INC. (“Entity”) (collectively the “Parties”) to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.) (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”), their implementing privacy and security regulations set forth at 45 C.F.R. Parts 160 and 164 (the “HIPAA Rules”) and any applicable state confidentiality laws.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Definitions: Terms used herein, but not otherwise defined, shall have meaning ascribed by the HIPAA Rules. “PHI” means Protected Health Information maintained, created, received or transmitted by Associate from Entity or on Entity’s behalf.

B. Permitted Uses and Disclosures: To the extent Associate is acting as a Business Associate of Entity, the provisions of this Agreement shall apply to Associate and Associate shall be subject to the penalty provisions of HIPAA as specified in 45 C.F.R. Part 160. To the extent Associate is to carry out an obligation of Entity under the HIPAA Rules, Associate shall comply with the requirements of the HIPAA Rules that apply to Entity in the performance of such obligation. Associate will neither use nor disclose PHI except as permitted or required by this Agreement or as Required By Law. Without limiting the foregoing, Associate will not sell PHI or use or disclose PHI for purposes of marketing or fundraising, as defined and proscribed in the HIPAA Rules. Associate is permitted to use and disclose PHI as follows:

1. to perform any and all obligations of Associate as described in the service agreement between the Parties (the “Service Agreement”), provided that such use or disclosure is consistent with the terms of Entity’s notice of privacy practices and would not violate the HIPAA Rules, if done by Entity directly;

2. to perform Data Aggregation services relating to the health care operations of Entity;

3. to report violations of the law to federal or state authorities consistent with 45 CFR § 164.502(j)(l);

4. as necessary for Associate’s proper management and administration and to carry out Associate’s legal responsibilities (collectively “Associate’s Operations”) provided that any disclosure made for purposes of Associate’s Operations is Required By Law or is made after Associate obtains reasonable assurances, evidenced by a written contract, from the recipient that the recipient will:
   a) hold such PHI in confidence and use or further disclose it only for the purpose for which Associate disclosed it to the recipient or as Required By Law; and
   b) notify Associate of any instance of which the recipient becomes aware in which the confidentiality of such PHI was breached; and
5. to de-identify PHI in accordance with 45 C.F.R. § 164.514(b) for purposes of performing its obligations under the Service Agreement or for Associate’s Operations to the extent permitted by applicable law. Associate shall not use or disclose PHI to create de-identified information to be used or disclosed for any other purpose without the prior written consent of Entity.

Notwithstanding the foregoing, in the event Entity notifies Associate of an Individual’s restriction request granted pursuant to 45 C.F.R. § 164.522 that would restrict a use or disclosure otherwise permitted by this Agreement, Associate shall comply with the terms of the restriction request.

C. Obligations of Entity: Entity shall notify Associate of (i) any limitations in its notice of privacy practices, (ii) any changes in, or revocation of, permission by an individual to use or disclose PHI, and (iii) any confidential communication request or restriction on the use or disclosure of PHI affecting Associate that Entity has agreed to or with which Entity is required to comply, to the extent any of the foregoing affect Associate’s use or disclosure of PHI to perform its obligations under the Service Agreement.

D. Safeguards: Associate will use appropriate administrative, technical and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement and shall maintain policies and procedures to detect, prevent, and mitigate identity theft based on PHI or information derived from PHI. Associate will also comply with the provisions of 45 C.F.R. Part 164, Subpart C of the HIPAA Rules with respect to electronic PHI to prevent any use or disclosure of such information other than as provided by this Agreement, which obligation shall include maintaining safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI.

E. Minimum Necessary: Associate represents that the PHI requested, used or disclosed by Associate shall be the minimum amount necessary to provide the Services. Associate will limit its uses and disclosures of, and requests for, PHI (i) when practical, to the information making up a Limited Data Set; and (ii) in all other cases subject to the requirements of 45 C.F.R. § 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.

F. Subcontractors: In accordance with 45 C.F.R. §§ 164.308(b)(2) and 164.502(e)(1)(ii), Associate will ensure that all of its subcontractors that create, receive, maintain or transmit PHI on behalf of Associate agree by written contract to comply with the same restrictions and conditions that apply to Associate with respect to such PHI. Associate shall be liable to Entity for any acts, failures or omissions of the subcontractor in providing the services as if they were Associate’s own acts, failures or omissions, to the extent permitted by law.

G. Policies and Training: Associate has policies in place regarding the confidential and secure treatment of PHI. Associate shall require its Workforce to adhere to such policies and shall train its Workforce regarding the requirements of this Agreement and applicable confidentiality and security laws and regulations.

H. Access and Amendment: To the extent required for Covered Entities by 45 C.F.R. § 164.524, Associate will promptly permit Entity or an Individual (or the Individual’s designee) to inspect and obtain copies of any PHI about the Individual that is in Associate’s custody or control and that is maintained in a Designated Record Set. If the requested PHI is maintained electronically, Associate must provide a copy of the PHI in the electronic form and format requested by the Individual, if it is readily producible, or, if not, in a readable electronic form and format as agreed
to by Entity and the Individual. Associate will notify Entity of any request (including but not limited to subpoenas) that Associate receives for access to PHI that is in Associate’s custody or control within five (5) business days of receipt of such request, provided that nothing herein shall prohibit Associate from complying with its obligations under HITECH, as amended. Entity shall be responsible for making determinations about access. Associate will, upon receipt of notice from Entity, promptly amend or permit Entity access to amend any portion of the PHI that is in Associate’s custody or control so that Entity may meet its amendment obligations under 45 C.F.R. § 164.526.

I. Indemnification: Associate agrees to indemnify, defend and hold harmless Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each an “Indemnified Party”) against all liability to third parties arising from or in connection with a non-permitted use or disclosure or other breach of this Agreement by Associate or its Subcontractors or any Breach involving PHI held by Associate or its Subcontractors (collectively, “Claims”). Accordingly, on demand, Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from any Claim. If Associate assumes the defense of a Claim, Entity shall have the right, at its expense, to participate in the defense of such Claim. Associate shall not take any final action with respect to any Claim without the prior written consent of Entity. Associate’s obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

J. Accounting of Disclosures: Except for disclosures excluded from the accounting obligation by the HIPAA Rules and regulations issued pursuant to HITECH, Associate will record for each disclosure that Associate makes of PHI the information necessary for Entity to make an accounting of disclosures pursuant to the HIPAA Rules. Associate will make this information available to Entity promptly upon Entity’s request for the period requested, but for no longer than the six (6) years preceding Entity’s request for the information (except Associate need not have any information for disclosures occurring before the effective date of any previous HIPAA business associate agreements between the parties or, if none, the Effective Date).

K. Books and Records: Associate will make its internal practices, books, and records, relating to its use and disclosure of the PHI available upon request to Entity or the Secretary of U.S. Department of Health and Human Services (“HHS”) to determine Entity’s compliance with the HIPAA Rules. Notwithstanding the above, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by Entity or Associate by virtue of this provision.

L. Withdrawal of Authorization: If the use or disclosure of PHI in this Agreement is based upon an Individual’s specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual’s PHI except to the extent it has relied on such use or disclosure, or if an exception under the HIPAA Rules expressly applies. Nothing in this Section L shall be interpreted to permit Associate to make any use or disclosure not expressly permitted by Section B of this Agreement.

M. Reporting: Associate shall report to Entity within five (5) business days of becoming aware of or discovering any of the following: any use or disclosure of PHI not permitted by this Agreement, any Security Incidents involving electronic PHI, and any Breach of Unsecured Protected Health
Information ("Breach"). Associate shall mitigate, to the extent practicable, any harmful effect known to it of a Security Incident, Breach or use or disclosure of PHI by Associate not permitted by this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that this section constitutes notice by Associate to Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Entity shall be required. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of electronic PHI. All reports of Breaches shall be made within five (5) business days of Associate discovering the Breach and shall comply with 45 C.F.R. § 164.410. Associate shall promptly reimburse Entity all reasonable costs incurred by Entity with respect to providing notification of and mitigating a Breach involving Associate, including but not limited to identity theft protection, printing, postage costs and toll-free hotline costs.

Upon request, Associate will provide the Entity with an attestation of compliance with all requirements of this Agreement and the HIPAA Rules.

N. Term and Termination:

1. **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated pursuant to Section N.2 below or the Service Agreement terminates, whichever is earlier.

2. **Termination for Breach.** If Associate breaches any provision in this Agreement, Entity may, at its option, access and audit the records of Associate related to its use and disclosure of PHI, require Associate to submit to monitoring and reporting, and such other conditions as Entity may determine is necessary to ensure compliance with this Agreement, or Entity may terminate this Agreement on a date specified by Entity. In addition, either of the Parties may terminate this Agreement effective immediately if it determines that the other Party has breached a material provision of this Agreement and failed to cure such breach within thirty (30) days of being notified by the other Party of the breach. If the non-breaching Party determines that cure is not possible, such Party may terminate this Agreement effective immediately upon written notice to other Party.

3. **Effect of Termination.** Upon termination of this Agreement for any reason, Associate agrees, at no cost to Entity, to return or destroy, in a secure manner, all PHI, maintained by Associate (or its subcontractors or agents) in any form. If Associate determines that the return or destruction of PHI is infeasible, Associate shall inform Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI infeasible for so long as Associate retains the PHI. The respective rights and obligations of Associate under this Agreement shall survive termination and remain in effect (a) until Associate has completed the return or destruction of PHI as required by this Section and (b) to the extent Associate retains any PHI pursuant to this Section.

O. **Notice Address:** Any notice or report required to be made to a Party under this Agreement shall be made to the address indicated on the signature page for such Party.
P. Miscellaneous:

1. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement as necessary, in order to allow the Parties to comply with the requirements of the HIPAA Rules.

2. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

3. Equitable Relief. Any disclosure of misappropriation of PHI by Associate in violation of this Agreement may cause Entity irreparable harm, the amount of which may be difficult to ascertain. Associate therefore agrees that Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Associate from any such further disclosure or breach, and for such other relief as Entity shall deem appropriate. Such rights are in addition to any other remedies available to Entity at law or in equity. Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Entity.

4. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Parties to comply with the HIPAA Rules. Nothing in this Agreement shall be construed to create any rights or remedies in any third parties or any agency relationship between the Parties. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended. This Agreement shall be incorporated into the Service Agreement and subject to any notice, choice of law, waiver or similar provisions of the Service Agreement. The provisions of this Agreement shall prevail over any conflicting provisions of the Service Agreement and any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules. Associate shall agree to conduct business in accordance with the highest level of business ethics and compliance with applicable laws.

Q. Qualified Service Organization:

1. The Business Associate is also a qualified service organization and acknowledges that in receiving, storing, processing, or otherwise dealing with any patient records from the program, it is fully bound by the regulations of 42 CFR Part 2 ("The Regulations") including but not limited to the prohibition on re-disclosure.

2. If necessary, the Business Associate will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by The Regulations.

3. Information disclosed to Business Associate without a release has been disclosed to Business Associate from records protected by federal confidentiality rules (42 C.F.R. Part 2). The federal rules prohibit Business Associate from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 C.F.R. Part 2. A general authorization for the release of medical or other information is NOT sufficient for this
purpose. The federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

In Witness Whereof, the parties have executed this Agreement on the dates indicated below.

<table>
<thead>
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<th>ENTITY</th>
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Steward Health Choice Arizona (SHCA)* Opioid Grants:

State Targeted Response (STR)

and

State Opioid Response (SOR)

Northern Arizona, 2017

Policy and Protocol

[Updated October 2018]

*These policies and protocols include providers added to these grants under Health Choice Integrated Care prior to October 1, 2018.
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I. PURPOSE

The purpose of this policy is to describe the mission and scope of the Steward Health Choice Arizona (SHCA) Targeted Response to the Opioid Crisis in Northern Arizona. This document outlines the types of agencies and roles within those agencies for the purpose of understanding the responsibilities of being a sub-grantee with Steward HCA under the STR/SOR grants.

1. Mission:

The mission of the State Targeted Response (STR) and State Opioid Response (SOR) to the Opioid Epidemic is to increase coordination of care and access to care for under and uninsured individuals between SHCA and its subcontracted providers, community partners, and government entities in Northern Arizona Counties.

2. Overview

The primary emphasis of STR/SOR program is to increase access to care and coordination of services for individuals with Opioid Use Disorder (OUD). SHCA will meet the community’s needs through the Opioid Response Network which includes:

A. The establishment of a system of Care Coordinators and Peer Support Specialists (including Outreach Workers), whose primary focus is the care of under and uninsured individuals suffering from OUD;
B. The establishment of increased access to Medication Assisted Treatment (MAT) including 24 hour access to care at the Centers of Excellence (COE);
C. Expanded hours and number of regions with access to Opioid Treatment Programs (OTP);
D. Collaboration with regional medical centers to provide care coordination or inductions for Medication Assisted Treatments like Buprenorphine;
E. Ongoing work to establish additional chemical residential treatment services;
F. Coordination of Care with network providers, including but not limited to Federally Qualified Health Centers (FQHC), Community Partners, and Health Homes;
G. Coordination of care with law enforcement and county jails.
II. PROGRAM OUTLINE

The following graphics outline the Opioid Response Network throughout selected Northern Arizona Counties:

The Opioid Response Network includes the following county systems:
*Fluctuations in funding sources over time will alter the make-up by county of this system.
The **Opioid Response Network Team** consists of the following entities; these groups have partnered with Steward Health Choice Arizona to make STR/SOR efforts a success throughout Northern Arizona.
1. **Centers of Excellence (COE) and Opioid Treatment Programs (OTP)**
   
   A. Centers of Excellence unite the resources of Crisis Stabilization and Subacute Facilities with Outpatient Opioid Treatment Programs and Office-based Opioid Treatment.
   
   B. The provider will provide treatment with medications, including Buprenorphine and Methadone.
   
   C. The provider will combine Medication Assisted Treatment (MAT) with other treatment services, such as counseling, individual therapy, and group therapy.
   
   D. The provider will work to connect the member in treatment with community programs and support groups for recovery from opioid disorders.
   
   E. The Centers of Excellence will offer services to individuals suffering from opioid use disorders 24 hour per day, 7 day per week.

2. **Hospital Emergency Departments**
   
   A. Through the Opioid STR/SOR grants SHCA will support regional medical centers in Mohave and Yavapai Counties to train and support medical and social work staff to address the needs of patients presenting with symptoms of opiate use, misuse and overdose;
   
   B. Through these efforts, the medical centers will establish a capability to induct buprenorphine within their facilities and support the transition of patients in need to community resources including:
      
      1. 24 hour Centers of Excellence for opiate treatment;
      2. Residential Treatment;
      3. Outpatient Behavioral Health Services;
      4. Opioid Treatment Programs; and
      5. Community support programs.
   
   C. Emergency Department STR/SOR workers will collaborate with other STR/SOR providers (such as Peer Supports and Outreach staff) to provide continuity between services and levels of care.

3. **Community Partners**

   A. Community partners will develop outreach and educational programs that impact the under and uninsured community with OUD.
   
   B. These providers will aim to find individuals not already engaged in services through activities such as street outreach, education materials, and community events.
   
   C. Community partners will work to offer support, resources, and guidance to individuals with OUD through harm reduction, building relationships, coordination of care, and referral to treatment.

4. **County Jails**

   A. Coordinate with law enforcement to identify at risk individuals in an effort to reduce incarceration and increase engagement of MAT services post-release;
   
   B. Build Memorandums of Understanding with Law Enforcement;
   
   C. Reach In / Early Identification of MAT in correctional settings
   
   D. Develop processes and protocols;
   
   E. Conduct a screening of individuals jointly identified with Law Enforcement to determine recommended referrals to services;
   
   F. Timely coordination of care to ensure rapid transition of service in each ongoing process of client's needs;
G. Coordinate collaborative meeting of community stakeholders and TR Care Coordinators.

5. Residential Treatment Facilities

A. The Opioid STR/SOR program is designed to expand the capacity for residential treatment services for members with Opioid Use Disorder (OUD).
B. Mohave County is a known hotspot for serious consequences of OUD, such as overdose and death.
C. SHCA will engage a well-established and highly regarded provider of residential and outpatient services to support those who are newly engaged in substance use treatment as well as those who have achieved sustained recovery and are increasing their levels of independence and meaningful contribution to the community at large.

6. Health Homes

A. Health Homes will adhere to their current SHCA Contracts, with STR/SOR offering the expansion of infrastructure to serve the under and uninsured population with OUD.
B. The provider will support education of STR/SOR staff to better address the misconceptions and stigma surrounding OUD and MAT.
D. The provider will coordinate or offer Medication Assisted Treatment (MAT) to individuals and;
E. Offer treatment services, such as counseling, individual therapy, and group therapy.
F. The provider will work to connect the member in treatment with community programs and support groups for recovery from OUD.

7. Federally Qualified Health Centers (FQHC)

A. The FQHC will coordinate with community agencies, such as Health Homes, County Jails, and Hospitals to ensure individuals with OUD or opioids risks are coordinated to the appropriate services.
B. The provider will engage in community events and outreach to identify individuals needing primary care and care coordination to OUD services.
C. The provider will review existing clientele for the purpose of identifying high risk individuals with OUD.

III. PROVIDER EXPECTATIONS

1. Coordination of Care Specialists

A. The Opioid STR/SOR Provider will maintain a single point of contact phone number and email address for the Opioid STR/SOR Provider Care Coordinator;
B. The Opioid STR/SOR Provider will name an administrative back up for contact in the case that the Opioid STR/SOR Provider Care Coordinator is not available;
C. The Opioid STR/SOR Provider Care Coordinator will collaborate with SHCA to identify and address individuals identified with an Opioid Use Disorder, or symptoms of Opioid Use Disorder, or otherwise identified by SHCA as having concerns requiring attention due to Opioid use;
D. Participate in Opioid STR/SOR Committee meetings and staffing as required by SHCA;
E. Participate in tele-health or tele-mentoring programs sponsored by SHCA, including ECHO;
F. Track and report on coordination efforts as determined by SHCA.

2. Peer Support Specialists
A. Opioid STR/SOR Recovery Support Specialist will collaborate with SHCA to identify and address the individualized recovery needs individuals identified with an Opioid Use Disorder, or symptoms of Opioid Use Disorder, or otherwise identified by SHCA as having concerns requiring attention due to Opioid use;
B. Participate in Peer Support Certification;
C. Track and report on coordination efforts as determined by SHCA;
D. Support a peer network focused on recovery that encourages people with lived Opioid experience to seek and gain employment; their unique set of life experiences will allow them to help others achieve their own path to recovery with OUD;
E. The peer network acknowledges that the path to recovery is [1] lifelong, [2] not achieved overnight and, [3] might include a step back from time to time. This should not cause unemployment or shaming;
F. The peer network encourages collaboration and empowerment of others with lived experience and provide support in all aspects of the job while reducing stigma centered about OUD;
G. The peer network encourages trainings in self-management programs and continuing education opportunities;
H. The peer network encourage referrals for peer/recovery support services and employ PSS and RSS at all levels inside an agency;
I. Participates in the STR/SOR Provider Committee;
J. Participates in the Opioid STR/SOR sponsored Project ECHO;

3. **Centers of Excellence and Opioid Treatment Program Specialists**

A. The provider will provide treatment with medications, including Buprenorphine and Methadone;
B. The provider will combine Medication Assisted Treatment (MAT) with other treatment services, such as counseling, individual and group therapy;
C. The provider will work to connect the member in treatment with wraparound services such as community programs and support groups for recovery from opioid disorders;
D. The provider will offer services to individuals suffering from opioid use disorders on a 24 hour per day, 7 day per week basis.
E. Participates in the STR/SOR Provider Committee;
F. Participates in the Opioid STR/SOR sponsored Project ECHO

4. **Residential Treatment Specialists**

A. Establish a Behavioral Health Residential Facility with a focus on the treatment of Opioid Use Disorders;
B. Coordinate with Health Homes, Hospital Emergency Departments, jails and other community stakeholders to facilitate timely admission to treatment;
C. Collaborate with Opioid STR/SOR providers and community partners to actively support member engagement and retention in Mediation Assisted Treatment (MAT);
D. Provide evidence based programs to support the recovery of individuals with Opioid Use Disorders and/or those in Medication Assisted Treatment (MAT).

5. **Release Coordination and Jail Diversion**

A. The Opioid STR/SOR Provider will maintain a single point of contact phone number and email address for the Opioid STR/SOR Provider Care Coordinator;
B. The Opioid STR/SOR Provider will name an administrative back up for contact in the case that the Opioid STR/SOR Provider Care Coordinator is not available;
C. The Opioid STR/SOR Provider Care Coordinator will develop a means to identify and address incarcerated individuals identified with an Opioid Use Disorder, or symptoms of Opioid Use Disorder, or otherwise identified by SHCA as having concerns requiring attention due to Opioid use;
D. The Opioid STR/SOR Provider Care Coordinator will collaborate with community stakeholders, service providers, and justice partners to coordinate care upon release for incarcerated individuals identified with an Opioid Use Disorder, or symptoms of Opioid Use Disorder, or otherwise identified by SHCA as having concerns requiring attention due to Opioid use;
E. Participate in Opioid STR/SOR Committee meetings and staffing as required by SHCA;
F. Participate in tele-health or tele-mentoring programs sponsored by SHCA, including ECHO;
G. Opioid STR/SOR Recovery Support Specialist will collaborate with SHCA to identify and address the individualized recovery needs individuals identified with an Opioid Use Disorder, or symptoms of Opioid Use Disorder, or otherwise identified by SHCA as having concerns requiring attention due to Opioid use;
H. Track and report on coordination efforts as determined by SHCA;
I. Participate in related committees and meetings as required by SHCA.

6. **Emergency Department Social Workers and Specialists**

A. Develop capacity to provide Buprenorphine induction;
B. Coordinate discharge with STR/SOR Coordination of Care and Peer Support providers and Centers of Excellence, Behavioral and Integrated Health Homes and primary care physicians;
C. Check patient history utilizing the Arizona Controlled Substance Monitoring Program;
D. Utilize Evidence-based practices and/or assessments to identify substance abuse history and risk for overdose;
E. Provide education about the risks of overdose and ways that it can be prevented;
F. Participate in Opioid STR/SOR Committee meetings and staffing as required by SHCA;
G. Participate in tele-health or tele-mentoring programs sponsored by SHCA, including Project ECHO;
H. Track and report on coordination efforts as determined by HCIC/SHCA

IV. **Harnessing Existing Resources**

1. **Targeted Response, Chemical Dependency Residential**

In response to the ever-increasing epidemic of opioid use disorders, and their devastating consequences, SHCA has established additional chemical dependency residential treatment centers in Mohave County with a specific purpose to serve members with OUD, and those participating in MAT.

2. **In-Network, Inpatient Hospitals**

SHCA has established in-network inpatient and chemical dependency (CD) residential services for all SHCA members eligible for those services in order to provide accessible and available inpatient/residential treatment in Northern Arizona. These inpatient beds are located at:

- Mohave Mental Health Clinic (MMHC) Psychiatric Sub-Acute Facility in Kingman;
Southwest Behavioral and Health Psychiatric Sub-Acute Facility in Kingman;
West Yavapai Guidance Center (WYGC) Windhaven Psychiatric Hospital in Prescott;
West Yavapai Guidance Center (WYGC) Psychiatric Sub-Acute Facility in Prescott Valley;
The Guidance Center (TGC) Psychiatric Hospital in Flagstaff; and
Changepoint Integrated Care (CIC) Pineview Psychiatric Hospital in Lakeside.

3. **In-Network Chemical Dependency (CD) Residential**

CD residential beds are located at:
- The Guidance Center (TGC) in Flagstaff;
- West Yavapai Guidance Center (WYGC) in Prescott;
- Spectrum HealthCare in Cottonwood (specific for women who are enrolled as SMI);
- Southwest Behavioral and Health Services (SBHS) in Bullhead City; and
- Community Bridges in Holbrook (specific for men).

4. **Residential Funding and Access to Care**

- Bed availability is for all eligible persons, not just for the inpatient facility’s Behavioral Health Home (BHH’s) enrollment.
- Eligible adult persons requiring an emergency admission are admitted to the closest SHCA in-network facility in the county where the member is located.
- Each inpatient and CD residential facility has a defined primary service area; however, individuals may be admitted to any SHCA network facility if the primary facility is at maximum capacity.
- In the event that all SHCA network inpatient and CD residential facilities are at maximum capacity, based on member eligibility, members may be eligible for admission to other out-of-network inpatient or CD residential facilities.
- In **no** case may an SHCA inpatient facility deny an emergency admission to an SHCA member based on geographic or BHH enrollment considerations.
- For eligible persons presenting outside of the SHCA network area, and who require emergency psychiatric hospitalization, **no** prior authorization is necessary for admission to the closest inpatient facility.

V. **FINANCIAL INFORMATION**

1. **Funding**

   A. Funding is allocated according to the terms of the STR/SOR Provider Contract and the approved AHCCCS Budget Narrative
   B. Funding allocations can be updated through a Budget Adjustment process. Please check with the SHCA STR/SOR Program Manager to ensure that a Budget Adjustment window is open prior to submission.
   C. Receipt of funding is dependent on the Reimbursement process outlined below.

2. **Reimbursement**

   A. STR Providers submit a monthly Contract Expenditure Report (CER) with supporting documentation to SHCA.
B. Supporting documentation includes, but is not limited to, itemized receipts, payroll records, tracking logs for travel and hours.

C. Reimbursement will only be issued for items on the most current approved AHCCCS budget Narrative.
Opioid State Targeted Response Funds (HOPE Coconino Coalition)

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DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Michael Oxtoby, Interim Chief Health Officer

SUBJECT: Consideration and possible action regarding the award of IFB 2019-04 Full-Body Digital Radiography System to Comp Ray for the Coconino County Health and Human Services (CCHHS) Medical Examiner’s Office and enter into a FY20 contract with Comp Ray in the total amount of $111,409.

RECOMMENDED MOTION:

Award IFB 2019-04 Full-Body Digital Radiography System to Comp Ray for the Coconino County Health and Human Services (CCHHS) Medical Examiner’s Office and enter into a FY20 contract with Comp Ray in the total amount of $111,409.

BACKGROUND:

The Medical Examiner’s Office conducts complete and objective investigations of unattended, violent, sudden, unexpected, and suspicious deaths to determine the cause and manner of death. One of the tools used to aid in this determination is the performance of radiological studies. These studies include, but are not limited to, full-body x-rays of intact, decomposed, charred, and/or skeletonized remains, pediatric skeletal survey, and targeted x-rays of head, chest, abdomen, and extremities.

The current mobile x-ray system utilized by the CCHHS Medical Examiner’s Office is time-consuming and ergonomically sub-optimal. Completing full-body x-rays takes an average of 60 minutes or longer and significantly delays the completion of a postmortem examination. In addition, the current system requires significant manipulation of the body by staff. A more efficient system is needed to allow for faster imaging, to reduce the postmortem examination time needed for cases that require x-rays, and to reduce the risk of work-related injury. In addition to the inefficiency of the current system, the picture archiving and communication system (PACS) utilized by the mobile system has partially failed and must be replaced.

Notice of IFB was published in the AZ Daily Sun for four days and sent to vendors who have registered on the county web site for these services. The IFB was posted on the County and Demand Star websites. Five proposals were received and are listed from highest to lowest ranks:

1. Comp Ray: $111,409
2. Custom X-Ray: $101,500
4. AT Security, Inc.: $353,760  
5. Advanced Detection Solutions: $475,000

The established budget for this purchase was $201,368. As shown above, the bids from vendors 3 thru 5 exceed this budget.

Custom X-Ray bid $101,500 while Comp Ray bid $111,409. Both units quoted by the respective vendors have comparable functionality and should fulfill the specifications outlined in the bid package. However, the warranty package offered by Comp Ray was the more robust of the two vendors. Comp Ray’s warranty package includes parts, labor, and travel for their technicians. The package also includes software upgrades and licenses, preventative maintenance, and ongoing training.

All of these benefits are covered at 100% for 5 years. Custom X-Ray also offers a warranty that covers the same benefits as Comp Ray except that the parts warranty is a pro-rated warranty package where coverage decreases over the 5-year term from 100% for years 1 and 2, to 60% for year 3, to 40% for year 4, and to 20% for year 5. Also, the parts warranty only covers defective parts and will not cover parts that a broken due to normal wear. Comp Ray has no such stipulation in their warranty package and the coverage is maintained at 100% for the duration of the 5-year term. As equipment ages, it becomes very important to have a robust warranty because the likelihood of an issue occurring increases. The peace of mind provided from knowing that every aspect of the x-ray system is fully covered for 5 years is invaluable.

ALTERNATIVES:

An alternative would be to continue to use the current mobile x-ray system which is inefficient and not ergonomically optimal. A new PACS system would have to be purchased in the near future to address the current partial failure.

FISCAL IMPACT:

The Full-Body Digital Radiography System will be funded through Department of Justice Award 2017-DN-BX-0205: Strengthening the Coconino County Medical Examiner Office. The cost center for this award is 1309.31.3109.4761.0000.635.808011.

ATTACHMENTS:

1 - Staff Report  
2 - COMP RAY INDEPENDENT CONTRACTOR AGREEMENT  
3 - IFB 2019-04 BID FORM  
4 - AUTO INSURANCE CERTIFICATE  
5 - CERTIFICATE OF INSURANCE - GENERAL  
6 - WORKER'S COMPENSATION CERTIFICATE  
7 - GENERAL LIABILITY BROADENING ENDORSEMENT
INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") made this day of ________________, 2019,

BETWEEN
COMP-RAY, INC., located at 205 West Deer Valley Road, Phoenix, AZ 85027 (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 a Stationary Digital Full-Body Radiography System to the Coconino County Public Health Services District Medical Examiner’s Office (hereinafter, the Services); and,
B. The County issued BID 2019-04 in order to obtain the Services; and,
C. The Independent Contractor submitted the successful proposal; and,
D. The parties wish to contract upon the following terms and conditions.

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 must demonstrate to the sole satisfaction of Coconino County that the Independent Contractor can successfully deliver a radiology system that complies with all safety and regulatory requirements included in Arizona Administrative Code Tile 9 Chapter 7 (www.azdhs.gov/documents/licensing/radiation-regulatory/rules/rules-aac-9-7.pdf). This includes, but is not limited to, radiological shielding, radiological room design, and services of the type and scope set for in this RFP including installation of said system. The Independent Contractor must clearly demonstrate technical and subject matter expertise required by this RFP.

B. As soon as possible, install the PACS (picture archiving and communication system) included with the new radiology system and upgrade the current GE AMX 4 mobile unit to be compatible with new PACS.

C. System commissioning is a part of the installation process. Documentation and testing of systems, as well as training of the Owner’s personnel on the operation and maintenance of the system, is required in successful completion of all commissioning procedures, documentation, and issue closure.
D. Training is to be provided for any future hardware and/or software updates or patches that are required for the optimal functioning of the radiology system.

E. Provide operation and maintenance data, including system maintenance requirements and servicing cycles in bound manual form, typewritten or computer word-processed on 8 ½’ x 11” paper.

II. Compensation

Pricing as per Exhibit A – Bid Form

III. Term of Agreement

The term of the Agreement shall be from the date of approval by the Board of Supervisors through complete installation and acceptance of the equipment by the County.

IV. Termination of Agreement

Either party may terminate this Agreement, with or without cause, by giving ninety (90) days written notice to the other party. In that event, the terminate date shall be the ninetieth (90th) 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 for itself and will require by written contract that its sub-contractors or volunteer organizations engaged to assist with its work, 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:

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<tr>
<th>Coverage</th>
<th>Amount</th>
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<tr>
<td>General Aggregate</td>
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<td>$2,000,000</td>
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<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>
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ii. Automobile Liability in an amount not less than One Million Dollars ($1,000,000) combined single limit (CSL) per occurrence to include either “any auto” or “scheduled, owned, hired, and or non-owned vehicles, or as required by the state of Arizona for
privately owned vehicles. Such insurance shall include coverage for loading and unloading hazards.

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

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

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

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

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

VI. **Indemnification**

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

VII. Independent Contractor’s Status

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

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

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

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

D. In performance of services within this contract, the independent contractor shall determine his/her necessary hours of work. 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.

COMP-RAY, INC.                                                                                   COCONINO COUNTY PUBLIC HEALTH SERVICES DISTRICT

By__________________________                                               By__________________________
Dennis Runyan                                                               Lena Fowler, Chair
Senior Account Executive                                                   Board of Directors
Comp-Ray, Inc.

ACKNOWLEDGED before me
by Dennis Runyan as Senior Account
Executive of and for Comp Ray on
this ___ day of _________, 2019.

ATTEST:

______________________________
Lindsay Daley
Clerk of the Board

Approved as to form:

______________________________
Notary Public

______________________________
Deputy County Attorney

My Commission Expires
BID FORM
2019-04

System/Model Proposed: Pausch Paxis 200 and iq PACS

1. System Acquisition Price to include installation and training: $60,480.00
(Detail all component costs on a separate page of your response).

2. Required Hardware, Software, Software Licenses, maintenance, warranty:
   $18,929.00
   (Detail all hardware requirements on a separate page).

Sub-Total – System Acquisition Price: $79,409.00
(Sum of 1 – 2b)

3. System Maintenance Price:
   (Including annual software licenses, software upgrades and patches):
   Year 2 $8000.00
   Year 3 $8000.00
   Year 4 $8000.00
   Year 5 $8000.00

Sub-Total – System Maintenance Price: $32,000.00
(Sum of years 2 – 5)

TOTAL SYSTEM PRICE: $111,409.00
(Sum of Sections 1-3)
## Certificate of Liability Insurance

**Producer**
- Name: Paul Fina (880935P)
- Address: 7227 N 16th St Ste 116
- City: Phoenix
- State: AZ
- Zip: 85020-5256

**Insured**
- Name: Comp-Ray Inc
- Address: 205 W Deer Valley Rd
- City: Phoenix
- State: AZ
- Zip: 85027

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<th>POLICY EXP (MM/DD/YYYY)</th>
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<td>C SCHEDULED AUTOS</td>
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<td>Umbrella Liability</td>
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<td>Excess Liability</td>
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**Workers Compensation and Employers’ Liability**
- Any Proprietor/Partner/Executive Officer/Member Excluded? (Mandatory in NH)
- If yes, describe under Description of Operations Below
- Y/N: N/A
- Per Statute
- Other
- E.L. Each Accident $3
- E.L. Disease - EA Employee $3
- E.L. Disease - Policy Limit $3

**Certificate Holder**

**Cancellation**
- Should any of the above described policies be cancelled before the expiration date therefor, notice will be delivered in accordance with the policy provisions.
- Authorized Representative
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT 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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Millward Agency, Inc.
11142 N Highland Blvd #300
Highland, UT 84003

CONTACT NAME: The Millward Agency, Inc.
PHONE (A/C, No. Ext): 801.216.4545
FAX (A/C, No): 801.216.4275
E-MAIL ADDRESS: certs@millwardagency.com

INSURED
Comp-Ray, Inc.
205 W Deer Valley Rd
Phoenix, AZ 85027

The Certificate Holder is added as Additional Insured with respect to General Liability shown above.

Phoenix, AZ 85027
205 W Deer Valley Rd
Comp-Ray, Inc.
11142 N Highland Blvd #300
The Millward Agency, Inc.
ACORD 25 (2014/01)

CERTIFICATE HOLDER
Coconino County Health and Human Services
Medical Examiner’s Office
4402 E Huntington Dr
Flagstaff, AZ 86004

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<th>LINE</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL INSD</th>
<th>SUBER</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<td>DAMAGE TO RENTED PREMISES (EA occurrence) $100,000</td>
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<td>MED EXP (Any one person) $10,000</td>
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<td>GENERAL AGGREGATE $2,000,000</td>
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<td>PRODUCTS - COM/OP AGG $2,000,000</td>
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</table>

|      |      | AUTOMOBILE LIABILITY | ANY AUTO | SCHEDULED AUTOS | PROPERTY DAMAGE (Per occurrence) $10,000 |
|      |      |                    | ALL OWNED AUTOS | NON-OWNED AUTOS | |
|      |      |                    | HIRED AUTOS | OCCUR | |
|      |      |                    | UMBRELLA LIABILITY | OCCUR | |
|      |      |                    | EXCESS LIABILITY | CLAIMS-MADE | |
|      |      | WORKERS COMPENSATION AND EMPLOYERS’ LIABILITY | Y/N | N/A | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is added as Additional Insured with respect to General Liability shown above.

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFEYS 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
Doug Jones
c/o Artex Risk Solutions, Inc.
8840 E. Chaparral Rd.; Suite 275
Scottsdale, AZ 85250

INSURED
OneSource Employer Services, Inc.; TwoSource Employer Services, Inc. Labor Contractor, for co-employees of: Comp Ray Inc
3033 N 44th St Suite 360
Phoenix, AZ 85018

CONTACT NAME:
PHONE (A/C, No. Ext): (480) 951-4177
FAX (A/C, No): (480) 951-4266
E-MAIL: SDL.BSD.Certificates@artexrisk.com
INSURER(S) AFFORDING COVERAGE
INSURER A: Zurich-American Insurance Company
16535

COVERAGES

INSR. LR  TYPE OF INSURANCE ADDL/ SUBR INSD WO/ V POC/ LOC POLICY NUMBER POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS

COMMERCIAL GENERAL LIABILITY
CLAIMS-MADE OCCUR

GENL AGGREGATE LIMIT APPLIES PER:
POLICY
PRO. JECT
LOC
OTHER

AUTOMOBILE LIABILITY
ANY AUTO
OWNED, AUTOS ONLY
SCHEDULED AUTOS
HIRED, AUTOS ONLY
NON-OWNED AUTOS ONLY

UMBRELLA LIAB
OCCUR
CLAIMS-MADE

EXCESS LIAB
DED RETENTION

WORKERS COMPENSATION
AND EMPLOYERS' LIABILITY
ANY/PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?
(Mandatory in NH)
if yes, describe under DESCRIPTION OF OPERATIONS below
Y / N

Location Coverage Period: 05/01/2018 05/01/2019
Client# 0680-AZ

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is provided for only those co-employees of, but not subcontractors to:
Comp Ray Inc
205 W Deer Valley Rd
Phoenix, AZ 85027

CERTIFICATE HOLDER
Comp Ray Inc
205 W Deer Valley Rd
Phoenix, AZ 85027

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

<table>
<thead>
<tr>
<th>SUMMARY OF COVERAGE</th>
<th>Included</th>
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<tbody>
<tr>
<td>1. Additional Insured by Contract, Agreement or Permit</td>
<td>Included</td>
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<tr>
<td>2. Additional Insured – Primary and Non-Contributory</td>
<td>Included</td>
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<tr>
<td>3. Blanket Waiver of Subrogation</td>
<td>Included</td>
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<tr>
<td>4. Bodily Injury Redefined</td>
<td>Included</td>
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<tr>
<td>5. Broad Form Property Damage – Borrowed Equipment, Customers Goods &amp; Use of Elevators</td>
<td>Included</td>
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<td>6. Knowledge of Occurrence</td>
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<td>7. Liberalization Clause</td>
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<td>8. Medical Payments – Extended Reporting Period</td>
<td>Included</td>
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<td>9. Newly Acquired or Formed Organizations - Covered until end of policy period</td>
<td>Included</td>
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<tr>
<td>11. Supplementary Payments Increased Limits</td>
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<tr>
<td>- Bail Bonds</td>
<td>$2,500</td>
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<tr>
<td>- Loss of Earnings</td>
<td>$1000</td>
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<tr>
<td>12. Unintentional Failure to Disclose Hazards</td>
<td>Included</td>
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<tr>
<td>13. Unintentional Failure to Notify</td>
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</table>

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit
   The following is added to SECTION II – WHO IS AN INSURED:

   Additional Insured by Contract, Agreement or Permit
   a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

   (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

   (2) Premises you own, rent, lease or occupy;

   (3) Your maintenance, operation or use of equipment leased to you.

   b. The insurance afforded to such additional insured described above:

   (1) Only applies to the extent permitted by law; and

   (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.
(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the “bodily injury”, “property damage” or “personal and advertising injury” is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor

(4) To any:

(a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

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

d. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or

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

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

2. Additional Insured – Primary and Non-Contributory

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other insurance:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under SECTION II – WHO IS AN INSURED, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

(1) For the sole negligence of the Additional Insured;

(2) When the Additional Insured is an Additional Insured under another primary liability policy; or

(3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.
b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

3. Blanket Waiver of Subrogation

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. “bodily injury” is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from “bodily injury”.

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. SECTION I – COVERAGE, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to SECTION V – DEFINITIONS:

24. "Customers goods" means property of your customer on your premises for the purpose of being:
a. worked on; or
b. used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

a. SECTION I – COVERAGE, COVERAGE C – MEDICAL PAYMENTS, Paragraph 1. Insuring Agreement, subparagraph a.(3)(b) is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

b. This coverage does not apply if COVERAGE C – MEDICAL PAYMENTS is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGE A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

1.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.

1.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 $1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 6. Representations:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Michael Oxtoby, Interim Chief Health Officer

SUBJECT: Consideration and possible action regarding approval of the Independent Contactor Agreement for Animal Sheltering Services between High Country Humane and Coconino County Health and Human Services provided during the FY20 Museum Fire and Flood.

RECOMMENDED MOTION:

Consideration and possible action regarding approval of the Independent Contractor Agreement for Animal Sheltering Services between High Country Humane and Coconino County Health and Human Services provided during the FY20 Museum Fire and Flood.

BACKGROUND:

During an emergency, Public Health provides a number of services to ensure the health and safety of Coconino County’s residents. One service is to provide Mass Sheltering for both residents and their pets.

Animal sheltering during an emergency goes above and beyond normal shelter operations and requires additional staff, as well as prepared spaces to receive animals. Normal operating budgets are not equipped to cover emergency service operations. The County contracts with local animal shelters to provide relief services for residents needing to shelter pets when disasters threaten their safety.

Coconino County is fortunate to have two animal shelters available to respond during a crisis. Currently, Coconino Humane Association (CHA) serves as the lead agency to respond during an emergency. CHA has the experience, systems in place as well as the equipment to respond quickly and efficiently to a crisis.

Secondarily, the County also has High Country Humane Animal Shelter (HCH) to serve as a backup, if needed. HCH is contracted with the City and the County to receive animals collected by Animal Management and Animal Control Officers.
Access to two shelters allows normal operations to continue at HCH without interruption, even during a crisis event, and also covers potential overflow situations.

In previous years, services rendered by animal sheltering operations were not reimbursable through DEMA, causing the County to bare the financial burden. One of the key pieces needed to ensure reimbursement includes an active Independent Contractor’s Agreement. As such CCHHS is seeking the Board's approval of an ICA between the County and the two animal shelters.

ALTERNATIVES:

The Board could choose not to approve the ICA; however, this would directly impact the CCHHS’ ability to apply for reimbursement through DEMA for animal sheltering services provided during the Museum Fire. In the future this could impact CCHHS’s ability to prepare for, respond to and provide support during public health emergencies and/or disasters. However, CCHHS would cover such costs if needed.

FISCAL IMPACT:

Should the Board choose not to approve the ICA with the animal sheltering service provider, CCHHS would assume the financial burden to cover the total costs for services rendered. The cost of such services cannot be determined until post emergency event.

ATTACHMENTS:

1 - Staff Report
2 - FY20 INDEPENDENT CONTRACT WITH HIGH COUNTY HUMANE
3 - BUSINESS AUTO EXTENSION ENDORSEMENT
4 - COI
5 - COMMERCIAL GENERAL LIABILITY EXTENSION
6 - WAIVER OF RIGHT TO RECOVER
INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") made this 24th day of JULY, 2019,

BETWEEN

HIGH COUNTRY HUMANE ANIMAL SHELTER, located at 11665 N. US HWY 89 Flagstaff, AZ 86004 (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 adopted measures and programs to be implemented in the event of an emergency or disaster to protect the residents of Coconino County and their property;

B. The Independent Contractor provides expertise and knowledge in the care, housing, and protection of animals (Cats and Dogs only);

C. The overall coordination of animal needs during disaster/emergencies rests with Coconino County Management, a program of Coconino County Health and Human Services (CCHHS), which can engage an Independent Contractor as a support agency for animal housing and care during a local emergency or disaster.

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

I. Scope of Work

A. The County and the Independent Contractor agree to jointly collaborate during the emergency response to the Museum Fire and Flood occurring in Coconino County and to provide the necessary care, housing, goods and/or services needed to respond to such an emergency or disaster for the Cats and Dogs of Coconino County. This agreement shall cover associated services for cats and dogs from individual pet owners and not private, or for profit animal enterprises.

B. The Independent Contractor will coordinate with Coconino County Emergency OPS Center for the Museum Fire and Flood, to ensure preservation of animal life, limit animal suffering, and protect public health and safety by providing emergency care in conjunction with disaster planning guidelines.
C. The scope and magnitude of the Independent contractor’s response will be based on the availability of personnel and resources.

D. The Independent Contractor will designate a Pet Care Area Director who will be the liaison to the County Emergency Operations Center (EOC).

E. The Independent Contractor will house as many Cats and Dogs as is safely possible. Housing will be provided in acceptance with the Coconino County Mass Sheltering Plan and at the Independent Contractor’s Facility when Pet Friendly Shelters are full or not available. Other facilities for housing will be agreed upon jointly by EOC, CCHHS, and the Independent Contractor.

F. When the Independent Contractor is alerted by the EOC that American Red Cross facilities are going to be set up, the Independent Contractor will set up designated Pet Care Areas at the Independent Contractor’s facility within an agreed upon time.

G. The Independent Contractor will serve as a backup organization to receive animals during the Museum Fire and Flood.

H. Animal transport will be coordinated with Coconino County Health and Human Services and the Museum Fire and Flood evacuation team.

I. If necessary, the Independent Contractor will alert and ask for assistance from surrounding animal welfare agencies and organizations.

J. Every effort will be made to photograph all evacuated animals and to identify them through collars or other appropriate I.D. The Independent Contractor will assist in maintaining lost and found information.

II. Compensation

A. When the EOC/CCHHS activates the Coconino County Mass Shelter Plan, the County and the Independent Contractor will work toward reimbursement of fees spent based on the State of Arizona Accounting Manual (SAAM)/Federal emergency Management Agency (FEMA) guidelines for declared disaster/emergency guidelines.

B. During the emergency response to the Museum Fire and Flood, the Independent Contractor will maintain accurate records for reimbursement based on SAAM/FEMA guidelines for unscheduled necessary expenses incurred during and after the emergency response to include, but not limited to accepting overflow animals from other Pet Friendly Shelters; setting up temporary enclosures; and access to a Pet Care Director and staff. Reimbursement for direct services and staff, that falls within SAAM/FEMA guidelines, will be processed by the County.
III. Term of Agreement

The term of this Agreement shall be from the date of approval by the Board of Supervisors through the end of the Museum Fire and Flood event or December 31, 2019 or whichever comes first.

During implementation of this Independent Contractor Agreement, both parties agree to abide by all applicable local, State, and Federal laws and support the humane care and treatment of animals.

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:

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 County, its officers, agents, employees and
volunteers for losses arising from work performed by the Independent Contractor for the County.

B. 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.

C. 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.

D. 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

To the extent allowed by law, 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 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

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, to the extent applicable under law. The Independent Contractor further certifies that, to the extent applicable under law, 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, to the extent applicable under law, 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 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 herein before indicated.

HIGH COUNTRY HUMANE ANIMAL SHELTER            COCONINO COUNTY HEALTH AND HUMAN SERVICES

By ____________________________                      By ____________________________
 (Name and title)                                                  Lena Fowler, Chair, Board of Supervisors

ACKNOWLEDGED before me by (Name) as (title) of and for (Independent Contractor) on this ___ day of ________ , 20__.

ATTEST:

________________________________________
Deputy Clerk

Approved as to form:

________________________________________
Deputy County Attorney
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

Contractors

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE — This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED
B. BLANKET ADDITIONAL INSURED
C. EMPLOYEE HIRED AUTO
D. EMPLOYEES AS INSURED
E. SUPPLEMENTARY PAYMENTS — INCREASED LIMITS
F. PHYSICAL DAMAGE — TRANSPORTATION EXPENSES — INCREASED LIMIT
G. HIRED AUTO PHYSICAL DAMAGE — LOSS OF USE — INCREASED LIMIT
H. PERSONAL EFFECTS
I. AIRBAGS
J. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
K. BLANKET WAIVER OF SUBROGATION
L. UNINTENTIONAL ERRORS OR OMISSIONS
M. HIRED AUTO PHYSICAL DAMAGE
N. ARIZONA – FULL GLASS COVERAGE
O. TOWING AND LABOR FOR PRIVATE PASSENGER TYPE

PROVISIONS

A. BROAD FORM NAMED INSURED
   The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:
   b. Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II — COVERED AUTOS LIABILITY COVERAGE:

e. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy. This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II — COVERED AUTOS LIABILITY COVERAGE:

f. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV — BUSINESS AUTO CONDITIONS:

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".

D. EMPLOYEE AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II — COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II — COVERED AUTOS LIABILITY COVERAGE:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II — COVERED AUTOS LIABILITY COVERAGE:

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

F. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence of Paragraph A.4.a., Transportation Expenses, of SECTION III — PHYSICAL DAMAGE COVERAGE:

We will pay up to $75 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.
G. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss of Use Expenses, of SECTION III — PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is $75 per day, to a maximum of $1,500 for any one "accident".

If CA 99 90 is attached to this policy, the higher of the limits shown here or in CA 99 90 are applicable.

H. PERSONAL EFFECTS

This coverage is being added to Paragraph A.4.a., Transportation Expenses Coverage Extensions, of SECTION III — PHYSICAL DAMAGE COVERAGE:

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and
(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

I. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III — PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b., Specified Causes of Loss Coverage and A.1.c., Collision Coverage but only:

(a) If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
(b) The airbags are not covered under any warranty; and
(c) The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

J. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.d., of SECTION IV — BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);
(b) A partner (if you are a partnership);
(c) A member (if you are a limited liability company);
(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

K. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer of Rights of Recovery Against Others to Us, of SECTION IV — BUSINESS AUTO CONDITIONS:

5. Transfer of Rights of Recovery Against Others to Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or
"loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

L. UNINTENTIONAL ERRORS OR OMISSIONS
The following is added to Paragraph B.2., Concealment, Misrepresentation, or Fraud, of SECTION IV — BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

M. HIRED AUTO PHYSICAL DAMAGE
The following is added to SECTION III-PHYSICAL DAMAGE COVERAGE A. Coverage:

5. If hired "autos" are covered "autos" for Liability Coverage, then the Physical Damage Coverage provided under this Coverage Form for any "auto" you own are extended to "autos" of the private passenger or "light truck" type which you lease, hire, rent or borrow without a driver for a period of 30 days or less, subject to the following limit.

The most we will pay for physical damage for an "auto" under this extension is the lesser of the actual cash value, the cost of repair or $50,000, minus a deductible unless an additional limit is purchased. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger or "light truck" type for that coverage. 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 of the private passenger or "light truck" type. Coverage is excess over any other valid and collectible insurance.

"Light trucks" are defined as trucks with a gross vehicle weight of 10,000 pounds or less.

The most we will pay is the amount shown in the Declarations.

N. ARIZONA — FULL GLASS COVERAGE
The following is added to Paragraph D. Deductible, of SECTION III PHYSICAL DAMAGE COVERAGE:

Physical Damage Coverage for a covered "auto" of the private passenger type is changed as follows:

1. No deductible applies to "loss" to:
   a. Glass used in the windshield, doors and windows of the covered "auto"; or
   b. Glass, plastic or other material used in the lights of the covered "auto".

2. All other Physical Damage Coverage provisions apply.

O. TOWING AND LABOR FOR PRIVATE PASSENGER TYPE
The following replaces Paragraph A.2., Towing of SECTION III — PHYSICAL DAMAGE COVERAGE:

We will pay up to $200 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS 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: NFP Property & Casualty Services, Inc
420 N Humphreys St
Flagstaff, AZ 86001

CONTACT NAME: Bunny Alderete
PHONE (A/C, No, Ext): (928) 774-3345
TAX (A/C, No): (928) 779-4561
E-MAIL ADDRESS: bunny.alderete@nfp.com

INSURED: PAW Placement of Northern Arizona
DBA: High Country Humane
P O Box 942
Flagstaff, AZ 86002

CERTIFICATE NUMBER: 18/19 MASTER
REVISION NUMBER: 18/19 MASTER

COVERAGE: CERTIFICATE OF LIABILITY INSURANCE

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSN LTR TYPE OF INSURANCE ADDR SUBR INSD WVD POLICY NUMBER POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS

A COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR

GENL AGGREGATE LIMIT APPLIES PER:

POLICY PRO JECT LOC

OTHER:

Y N CP-000010305 10/10/2019 10/10/2019 EACH OCCURRENCE $1,000,000

DAMAGE TO RENTED PREMISES (Ex occurrence) $50,000

MED EXP (Any one person) $10,000

PERSONAL & ADV INJURY $1,000,000

GENERAL AGGREGATE $2,000,000

PRODUCTS - COMPO/AGG $2,000,000

Professional Liability $1,000,000

AUTO POLICY

ANY AUTO

OWNED AUTOS ONLY

SCHEDULED AUTOS

NON-OWNED AUTOS ONLY

UMBERLLA LIABILITY OCCUR

CLAIMS-MADE

DED RETENTION $1,000,000

Y N CA-000010306 10/10/2018 10/10/2019 EACH OCCURRENCE $1,000,000

COMBINED SINGLE LIMIT (Ex accident) $1,000,000

BOIDLY INJURY (Per person) $50,000

BOIDLY INJURY (Per accident) $10,000

PROPERTY DAMAGE (Per accident) $10,000

EXCESS LIABILITY

UMBERLLA LIABILITY OCCUR

CLAIMS-MADE

Y N CU-000010307 10/09/2018 10/09/2019 EACH OCCURRENCE $1,000,000

AGGREGATE $1,000,000

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?

(Mandatory in NH)

If yes, describe under DESCRIPTION OF OPERATIONS below

Y/N Y N/A WC-003846560798 10/10/2018 10/10/2019 E.L. EACH ACCIDENT $1,000,000

E.L. DISEASE - EA EMPLOYEE $1,000,000

E.L. DISEASE - POLICY LIMIT $1,000,000

B PROFESSIONAL LIABILITY

GC7485967 10/10/2018 10/10/2019 OCCURRENCE AGGREGATE

$1,000,000

$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ACCIDENT POLICY: COMPANY (C)
Excess Accident Medical $100,000
Accidental Death $50,000

Coconino County, its agents, officials, employees and volunteers are hereby listed as Additional Insured as respects General Liability Per Form CG C7001 (04/17) and Form CAC7001 (04-17) as respects Commercial Auto. This insurance is Primary / Non-Contributory. Waiver of Subrogation is endorsed in favor of Coconino County, its agents, officials, employees and volunteers as respects Work Comp per Form WC 00 03 13 (04/84)

CERTIFICATE HOLDER

Coconino County
219 E Cherry Ave
Flagstaff, AZ 86001

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE — This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. DAMAGE TO PREMISES RENTED TO YOU
B. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
C. NEWLY ACQUIRED ORGANIZATION
D. NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT
E. UNINTENTIONAL ERRORS OR OMISSIONS
F. ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU
G. ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT
H. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU
I. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

PROVISIONS

A. DAMAGE TO PROPERTY RENTED TO YOU
   1. The following replaces Paragraph 2. Exclusions, j., Damage to Property, of SECTION 1 – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
      j. Damage to Property
         “Property damage” to:
         (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;

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(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of an insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, explosion, lightning, smoke, soot or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days, for which the amount we will pay is limited to the Damage To Premises Rented to You Limit as described in SECTION III – LIMITS OF INSURANCE.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

2. The following replaces the last paragraph of Paragraph 2. Exclusions, of SECTION I – COVERAGEs, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. through n. do not apply to "property damage" by fire, explosion, lightning, smoke, soot or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner, for which the damage to the amount we will pay is limited to the Damage To Premises Rented to You Limit as described in SECTION III – LIMITS OF INSURANCE.

3. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:

6. Subject to paragraph 5. above, the Damage to Premises Rented to You Limit shown in the Declarations under the Commercial General Liability Coverage is the most we will pay under COVERAGE A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke, soot or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner.

4. The following replaces Paragraph 4. Other Insurance b. Excess Insurance (1)(a)(ii) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

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

5. The following replaces Paragraph 9.a of Section V – DEFINITIONS:

e. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire, explosion, lightning, smoke, soot or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

B. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces paragraph 1.b of SECTION I – COVERAGEs, SUPPLEMENTARY PAYMENTS – COVERAGEs A AND B:

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.
2. The following replaces paragraph 1.d of SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:
   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.

C. NEWLY ACQUIRED ORGANIZATION
The following replaces Paragraph 3.a. of SECTION II — WHO IS AN INSURED:
   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

D. NOTICE AND KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT
The following is added to Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit, of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:
   e. Your duty to give us or our authorized representative prompt notice of the "occurrence", "offense", claim or "suit" applies only when the "occurrence", "offense", claim or "suit" is known to:
      (1) You (if you are an individual);
      (2) A partner (if you are a partnership);
      (3) A member (if you are a limited liability company);
      (4) An executive officer, director or insurance manager (if you are a corporation or other organization); or
      (5) Any "employee" authorized by you to give notice of the "accident" or "loss".

E. UNINTENTIONAL ERRORS OR OMISSIONS
The following is added to Paragraph 6., Representations, of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:
   d. The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

F. ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU
The following is added, Paragraph 4., of SECTION II—WHO IS AN INSURED:
A. Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
   (1) Your acts or omissions; or
   (2) The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured.
However, the insurance afforded to such additional insured:
   (1) Only applies to the extent permitted by law; and
   (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
A person’s or organization’s status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, 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.

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

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

The following is added, Paragraph 8., of SECTION III - LIMITS OF INSURANCE:

With respect to the insurance afforded to ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU:

The most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

G. ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES – AUTOMATIC STATUS - WHEN REQUIRED IN A CONTRACT OR AGREEMENT

The following is added, Paragraph 5., of SECTION II – WHO IS AN INSURED

Who Is An Insured is amended to include as an additional insured any person(s) or organization(s), who is a manager or lessor of the premises when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured, only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:

This insurance does not apply to:
1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of person(s) or organization(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
The following is added, Paragraph 9, of SECTION III – LIMITS OF INSURANCE

With respect to the insurance afforded to ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES – AUTOMATIC STATUS – WHEN REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT:

The most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

H. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

The following is added, Paragraph 6., of SECTION II – WHO IS AN INSURED:

Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(e) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:
1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

The following is added, Paragraph 10., of SECTION III - LIMITS OF INSURANCE:

With respect to the insurance afforded to ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU:

The most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

I. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – AUTOMATIC WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

If required by written contract or agreement and the loss occurs after the written contract or agreement is executed, we waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

COCONINO COUNTY

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

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

Endorsement
Insured
Paw Placement of Northern Arizona
Insurance Company
Copperpoint Mutual

Effective Policy No.
Endorsement No.

WC 00 03 13
WC 00 03 13

Premium

Countersigned by ________________________________

DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Michael Oxtoby, Interim Chief Health Officer

SUBJECT: Consideration and possible action regarding approval of the Independent Contractor Agreement for Animal Sheltering Services between Coconino Humane Association and Coconino County Health and Human Services provided during the FY20 Museum Fire and Flood.

RECOMMENDED MOTION:

Consideration and possible action regarding approval of the Independent Contractor Agreement for Animal Sheltering Services between Coconino Humane Association and Coconino County Health and Human Services provided during the FY20 Museum Fire and Flood.

BACKGROUND:

During an emergency, Public Health provides a number of services to ensure the health and safety of Coconino County’s residents. One service is to provide Mass Sheltering for both residents and their pets.

Animal sheltering during an emergency goes above and beyond normal shelter operations and requires additional staff, as well as prepared spaces to receive animals. Normal operating budgets are not equipped to cover emergency service operations. The County contracts with local animal shelters to provide relief services for residents needing to shelter pets when disasters threaten their safety.

Coconino County is fortunate to have two animal shelters available to respond during a crisis. Currently, Coconino Humane Association (CHA) serves as the lead agency to respond during an emergency. CHA has the experience, systems in place as well as the equipment to respond quickly and efficiently to a crisis.

Secondarily, the County also has High Country Humane Animal Shelter (HCH) to serve as a backup, if needed. HCH is contracted with the City and the County to receive animals collected by Animal Management and Animal Control Officers.
Access to two shelters allows normal operations to continue at HCH without interruption, even during a crisis event, and also covers potential overflow situations.

In previous years, services rendered by animal sheltering operations were not reimbursable through DEMA, causing the County to bare the financial burden. One of the key pieces needed to ensure reimbursement includes an active Independent Contractor’s Agreement. As such CCHHS is seeking the Board's approval of an ICA between the County and the two animal shelters.

**ALTERNATIVES:**

The Board could choose not to approve the ICA; however, this would directly impact the CCHHS’ ability to apply for reimbursement through DEMA for animal sheltering services provided during the Museum Fire and post fire events. In the future this could impact CCHHS’s ability to prepare for, respond to and provide support during public health emergencies and/or disasters. However, CCHHS would cover such costs if needed.

**FISCAL IMPACT:**

Should the Board choose not to approve the ICA with the animal sheltering service provider, CCHHS would assume the financial burden to cover the total costs for services rendered. The cost of such services cannot be determined until post emergency event.

**ATTACHMENTS:**

1 - Staff Report  
2 - COCONINO HUMAE ASSOCIATION CONTRACT  
3 - WC CERTIF OF INS  
4 - LIABILITY CERTIF OF INS
INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") made this 24th
day of JULY, 2019,

BETWEEN

COCONINO HUMANE ASSOCIATION, located at 3501 E Butler Ave, Flagstaff, AZ  86004
(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 adopted measures and programs to be implemented in the event of an
emergency or disaster to protect the residents of Coconino County and their property;

B. The Independent Contractor provides expertise and knowledge in the care, housing, and
protection of animals (Cats and Dogs only);

C. The overall coordination of animal needs during disaster/emergencies rests with Coconino
County Management, a program of Coconino County Health and Human Services (CCHHS),
which can engage an Independent Contractor as a support agency for animal housing and care
during a local emergency or disaster.

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

I. Scope of Work

A. The County and the Independent Contractor agree to jointly collaborate during the
emergency response to the Museum Fire and Flood occurring in Coconino County and to
provide the necessary care, housing, goods and/or services needed to respond to such an
emergency or disaster for the Cats and Dogs of Coconino County. This agreement shall
cover associated services for cats and dogs from individual pet owners and not private, or
for profit animal enterprises.

B. The Independent Contractor will coordinate with Coconino County Emergency OPS
Center for the Museum Fire and Flood, to ensure preservation of animal life, limit animal
suffering, and protect public health and safety by providing emergency care in
conjunction with disaster planning guidelines.

C. The scope and magnitude of the Independent Contractor’s response will be based on the
availability of personnel and resources.
D. The Independent Contractor will designate a Pet Care Area Director who will be the liaison to the County Emergency Operations Center (EOC).

E. The Independent Contractor will house as many Cats and Dogs as is safely possible. Housing will be provided in acceptance with the Coconino County Mass Sheltering Plan and at the Independent Contractor’s Facility when Pet Friendly Shelters are full or not available. Other facilities for housing will be agreed upon jointly by EOC, CCHHS, and the Independent Contractor.

F. When the Independent Contractor is alerted by the EOC that American Red Cross facilities are going to be set up, the Independent Contractor will set up designated Pet Care Areas at the Independent Contractor’s facility within an agreed upon time.

G. The Independent Contractor will serve as the lead organization to receive animals during the Museum Fire and Flood and, if requested, to set up a mobile pet shelter at Red Cross shelter facilities.

H. Animal transport will be coordinated with Coconino County Health and Human Services and the Museum Fire and Flood evacuation team.

I. If necessary, the Independent Contractor will alert and ask for assistance from surrounding animal welfare agencies and organizations.

J. Every effort will be made to photograph all evacuated animals and to identify them through collars or other appropriate I.D. The Independent Contractor will assist in maintaining lost and found information.

II. Compensation

When the EOC/CCHHS activates the Coconino County Mass Shelter Plan, the County and the Independent Contractor will work toward reimbursement of fees spent based on the State of Arizona Accounting Manual (SAAM)/Federal emergency Management Agency (FEMA) guidelines for declared disaster/emergency guidelines.

During the emergency response to the Museum Fire and Flood, the Independent Contractor will maintain accurate records for reimbursement based on SAAM/FEMA guidelines for unscheduled necessary expenses incurred during and after the emergency response to include, but not limited to accepting overflow animals from other Pet Friendly Shelters; setting up temporary enclosures; and access to a Pet Care Director and staff. Reimbursement for direct services and staff, that falls within SAAM/FEMA guidelines, will be processed by the County.
III. Term of Agreement

The term of this Agreement shall be from the date of approval by the Board of Supervisors through the end of the Museum Fire and Flood event or December 31, 2019 or whichever comes first.

During implementation of this Independent Contractor Agreement, both parties agree to abide by all applicable local, State, and Federal laws and support the humane care and treatment of animals.

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:

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 County, its officers, agents, employees and
volunteers for losses arising from work performed by the Independent Contractor for the County.

B. 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.

C. 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.

D. 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

To the extent allowed by law, 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 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

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, to the extent required by law. The Independent Contractor further certifies, to the extent applicable under law, 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, to the extent applicable under law, 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 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.

COCONINO HUMANE ASSOCIATION    COCONINO COUNTY HEALTH AND HUMAN SERVICES

By____________________________  By____________________________
 (Name and title)             Lena Fowler,
                                 Chair, Board of Supervisors

ACKNOWLEDGED before me by (Name) as (title) of and for (Independent Contractor) on this ___ day of _________, 20__.

ATTEST:

______________________________
Deputy Clerk

Approved as to form:

______________________________
Notary Public                    Deputy County Attorney
**CERTIFICATE OF LIABILITY INSURANCE**

**Certificate Number:** 18  
**Revision Number:**

**Certificate Holder:**
Coconino County Humane Association Inc  
Flagstaff, AZ 86002

**Producer:**
CopperPoint Insurance Companies  
3030 N. 3rd Street  
Phoenix, AZ 85012-3068

**Insured:**
Coconino County Humane Association Inc  
PO Box 66  
Flagstaff, AZ 86002

**Coverages:**

- **Commercial General Liability**
  - Claims-Made
  - Occurrence

- **Automobile Liability**
  - Any Auto
  - Owned Autos Only
  - Scheduled Autos
  - Non-Owned Autos

- **Excess Liability**
  - Occurrence
  - Claims-Made

**Workers Compensation and Employers’ Liability**

- **Any Proprietor/Partner/Executive Officer/Member Excluded?**
  - Yes, describe under DESCRIPTION OF OPERATIONS below

**Producers Contact:**
CopperPoint Insurance Companies  
602.631.2300 or 866.284.2694  
602.631.2599

**Insurers Affording Coverage:**
- **Insurer A:** COPPERPOINT INSURANCE COMPANY

**Limits:**

- **Each Occurrence**
- **Damage to Rented Premises (Each Accident)**
- **Medical Expenses (Any One Person)**
- **Personal & Physical Injury**
- **General Aggregate**
- **Products - Company Aggregate**

**Description of Operations / Locations / Vehicles**
Location: Various AZ Locations  
Proof of Coverage: Dog Pound Operations Various AZ Locations  
8810-CLERICAL OFFICE EMPLOYEES-N.O.C., 8831-DOG POUNDS

**Certificate Holder Cancellation**

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

**Authorized Representative:**

© 1988-2015 ACORD CORPORATION. All rights reserved.  
The ACORD name and logo are registered marks of ACORD
## Certificate of Liability Insurance

**Certificate Number:** 18/19MASTER  **Revision Number:**

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### Producer Information
- **Contact Name:** Bunny Alderete
- **Phone:** (928) 774-3345, (928) 779-4561
- **E-mail:** bunny.alderete@nfp.com

### Insured Information
- **Coconino County Humane Assoc.**
- **P.O. Box 66**
- **Flagstaff, AZ 86001**

### Coverages

#### Commercial General Liability
- **Policy Number:** PHPK1888931
- **Policy Efficacy:** 11/17/2018 - 11/17/2019

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#### Automobile Liability
- **Policy Number:** 4478640100
- **Policy Efficacy:** 11/17/2018 - 11/17/2019

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#### Excess Liability
- **Policy Number:** 45012373
- **Policy Efficacy:** 11/17/2018 - 11/17/2019

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### Workers Compensation and Employers’ Liability
- **Policy Number:**
- **Policy Efficacy:**

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### Professional Liability
- **Policy Number:** 45012373
- **Policy Efficacy:** 11/17/2018 - 11/17/2019

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### Description of Operations / Locations / Vehicles

Coconino County, its agents, officials, and employees are hereby listed as Additional insureds as respects General Liability per Form PI-GLD-HS (10/11) and Designated Auto per form 58504 (01/15), this insurance is primary and non-contributory where required by written contract.

### Certificate Holder

- **Coconino County**
- **2625 N King Street**
- **Flagstaff, AZ 86004**

### Cancellation

**Should Any of the Above Described Policies Be Cancelled Before the Expiration Date Thereof, Notice Will Be Delivered in Accordance with the Policy Provisions.**

**Authorized Representative:**

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DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Erika Philpot, Human Resources Director

SUBJECT: Discuss and accept the resignation of Risha VanderWey, Superintendent of Schools, to be effective upon appointment of a qualified successor, and discuss the recruitment process.

RECOMMENDED MOTION:

Move to accept the resignation of Risha VanderWey, Superintendent of Schools.

BACKGROUND:

Risha VanderWey, Superintendent of Schools, has submitted a letter of resignation, effective July 28, 2019, to the Board of Supervisors. However, Ms. VanderWey has since agreed to continue in her role until a new Superintendent of Schools is appointed. In order to make such resignation effective, the Board must discuss and take action to accept her resignation.

ALTERNATIVES:

The Board may decide not to accept Ms. VanderWey's resignation.

FISCAL IMPACT:

There is not fiscal impact associate with the action.

ATTACHMENTS:

- Supporting Document - RESIGNATION LETTER - 7/31/2019
1 - Staff Report - 7/31/2019 - -
07/30/2019

Dear Supervisors,

I am formally resigning from my position of Coconino County Superintendent of Schools. I will continue to work in this role until the Board of Supervisors appoints a Superintendent. Working for the county in my capacity has been a tremendous experience. The expertise, professionalism, dedication and enthusiasm I have observed from many leaders, employees and elected officials is incredible. It saddens me to resign. However, I am extremely excited to serve as the superintendent for Tuba City Unified School District. Please let me know if there is anything I can ever do in support of county initiatives or stakeholders.

Sincerely,

Risha VanderWey
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Public Hearing, consideration and possible recommendation to the AZ Department of Liquor Licenses and Control regarding a new application for a new Series 7 (Beer and Wine Bar) Liquor License for Kaibab Lodge at Grand Canyon North, LLC, Application #65388, Controlling Person – Rex Gene Maughan, located at 26 MI S JCT HWYS 67 & 89A, Fredonia, Arizona, 86022.

RECOMMENDED MOTION:

Move to recommend approval to the AZ Department of Liquor Licenses and Control, for an owner transfer/new application for a new Series 7 (Beer and Wine Bar) Liquor License for Kaibab Lodge at Grand Canyon North, LLC, Application #65388, Controlling Person – Rex Gene Maughan, located at 26 MI S JCT HWYS 67 & 89A, Fredonia, Arizona, 86022.

BACKGROUND:

Kaibab Lodge at Grand Canyon North, LLC is located in District 5, at 26 MI S JCT HWYS 67 & 89A, Fredonia, Arizona, 86022. A completed application for a new series 07 (Beer and Wine Bar) liquor license was received by the Clerk of the Board from the AZ Department of Liquor Licenses.

A notice and copy of the application was posted at the location for 20 days and the Clerk’s Office did not receive comments during that time. The statute directs the Clerk to receive comments for filing only within the 20-day comment period, but also states, “This subsection shall not be construed to prevent a bona fide resident residing or owning or leasing property within a one-mile radius from the premises proposed to be licensed from testifying in favor of or in opposition to the issuance of the license, regardless of whether or not the person is a user or nonuser of spirituous liquor.” ARS 4-201(B)

All applications for liquor licenses in the unincorporated areas of the County are reviewed by the Sheriff’s Office, Health District, Community Development Department, and the Risk Manager. They do not have concerns with the application.
The Board is required to consider and make recommendation on this application. The recommendation may be to approve, disapprove, or offer a "no-recommendation" decision on the application. The action must take place within sixty (60) days of the filing of the application.

The Board itself does not issue the license, but makes its recommendation based on its knowledge of the local area and needs and desires of the community.

If the recommendation is for disapproval, a statement of the specific reasons containing a summary of the testimony or other evidence supporting the recommendation for disapproval is attached to the order filed with Department of Liquor, Licenses, and Control. All petitions submitted to the governing body within the twenty-day period for filing protests are also sent to the Director with the certified copy of the order.

The Board is asked to consider certain criteria as part of its review of the application. The criteria in Administrative Rules R19-1-702, Granting a License for a Certain Location are copied below.

R19-1-702. Determining Whether to Grant a License for a Certain Location

To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
2. Number and types of licenses within one mile of the proposed premises;
3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
5. Residential and commercial population density within one mile of the proposed premises;
6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
7. Effect on vehicular traffic within one mile of the proposed premises;
8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
This Section is authorized by A.R.S. § 4-201(I).

Series 07 Beer and Wine Bar Application

The beer and wine bar (series 7) liquor license is a "quota" license available only through the Arizona Liquor License Lottery or for purchase on the open market. Once issued, this license allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

This retail licensee also has limited off-sale ("to go") privileges. Liquor may be delivered off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Off-sale ("To Go") package sales of spirituous liquor can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the ones provided for the bar. The total of all off-sale liquor sales shall not exceed 30% of on-sale retail liquor sales per license/location. It is the responsibility of the licensee to provide sales receipts upon request. Reference A.R.S. § 4-206.01(F).

The beer and wine bar (series 7) liquor license may fill and sell "growlers". Reference A.R.S. § 4-244(32).

ALTERNATIVES:

The Board may decide to make a recommendation of disapprove or offer a "no-recommendation" on the application.

FISCAL IMPACT:

The County charges a fee of $276 for the liquor license applications.

SUMMARY:

This is an application for a new application series 07 (Beer and Wine Bar) liquor license to Rex Gene Maughan, owner/agent for Kaibab Lodge at Grand Canyon North, LLC is located in District 1, at 26 MI S JCT HWYS 67 & 89A, Fredonia, Arizona, 86022.

ATTACHMENTS:

1 – Staff Report
2 - Application
### LICENSE

<table>
<thead>
<tr>
<th>Number:</th>
<th>INP030006528</th>
<th>Type:</th>
<th>INP INTERIM PERMIT</th>
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<tbody>
<tr>
<td>Name:</td>
<td>KAIBAB LODGE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>State:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Issue Date:</td>
<td>05/20/2019</td>
<td>Expiration Date:</td>
<td>09/02/2019</td>
</tr>
<tr>
<td>Original Issue Date:</td>
<td>05/20/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Location:</td>
<td>26 M I S J CT HWYS 67 &amp; 89A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>ATTN: BILL BUTTS-7501 E MCCORMICK PARKWAY</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SCOTTSDALE, AZ 85258</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>USA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>(928)638-2389</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alt. Phone:</td>
<td>(480)998-8888</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:BBUTTS@FOREVERRESORTS.COM">BBUTTS@FOREVERRESORTS.COM</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### AGENT

| Name:            | REX GENE MAUGHAN |            |                   |
| Gender:          | Male             |            |                   |
| Correspondence Address: | ATTN: BILL BUTTS-7501 E MCCORMICK PARKWAY |            |                   |
|                 | SCOTTSDALE, AZ 85258 |            |                   |
|                 | USA              |            |                   |
| Phone:           | (928)638-2389    |            |                   |
| Alt. Phone:      | (480)998-8888    |            |                   |
| Email:           | BBUTTS@FOREVERRESORTS.COM |      |                   |

### OWNER

| Name:            | KAIBAB LODGE AT GRAND CANYON NORTH, LLC |            |                   |
| Contact Name:    | REX GENE MAUGHAN             |            |                   |
| Type:            | LIMITED LIABILITY COMPANY    |            |                   |
| AZ CC File Number: | 1960462                      |            | State of Incorporation: AZ |
| Incorporation Date: | 03/27/2019                  |            |                   |
| Correspondence Address: | ATTN: BILL BUTTS-7501 E MCCORMICK PARKWAY |            |                   |
|                 | SCOTTSDALE, AZ 85258       |            |                   |
|                 | USA                        |            |                   |
| Phone:           | (480)336-8673              |            |                   |
| Alt. Phone:      | BBUTTS@FOREVERRESORTS.COM  |            |                   |
| Email:           |                            |            |                   |
| Officers / Stockholders | Name:                     | Title: | % Interest: |
| Name:            |                            |            |                   |

Page 1 of 2
MAUGHAHAN REVOCABLE TRUST OF 2007 - TRUSTEE

Name: REX GENE MAUGHAN
Gender: Male
Correspondence Address: ATTN: BILL BUTTS-7501 E MCCORMICK PARKWAY
SCOTTSDALE, AZ 85258
USA
Phone: (480)998-8888
Alt. Phone:
Email: BBUTTS@FOREVERRESORTS.COM

KAIBAB LODGE AT GRAND CANYON NORTH, LLC - MEMBER

Name: MAUGHAHAN REVOCABLE TRUST OF 2007
Contact Name: REX GENE MAUGHAN
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: ATTN: BILL BUTTS-7501 E MCCORMICK PARKWAY
SCOTTSDALE, AZ 85258
USA
Phone: (480)998-8888
Alt. Phone:
Email: BBUTTS@FOREVERRESORTS.COM

APPLICATION INFORMATION

Application Number: 65391
Application Type: New Application
Created Date: 05/20/2019

QUESTIONS & ANSWERS

INP Interim Permit

1) Enter License Number currently at location
   07030012
2) Is the license currently in use?
   Yes
3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
   Yes
   A Document of type INTERIM NOTARY PAGE is required.
Sole Member of Kaibab Lodge at Grand Canyon North, L.L.C.:

Maughan Revocable Trust of 2007
7501 E. McCormick Parkway
Scottsdale, Arizona 85258 USA

Nationality: USA

Member Trustees / Beneficiaries of Maughan Revocable Trust of 2007:

Rex G. Maughan and Ruth G. Maughan
7501 E. McCormick Parkway
Scottsdale, Arizona 85258 USA

Nationality: USA

Dated this 2nd day of April, 2019.

Kaibab Lodge at Grand Canyon North, L.L.C.

Rex G. Maughan
President and Member Trustee
Kaibab Lodge at Grand Canyon North - Property Diagram - 8,700 total sq. ft.

Liquor storage is located in a cabinet (6'x3'x27" deep) against the wall to the left of the bar (see above).
Arizona Department of Liquor Licenses and Control  
800 W Washington 5th Floor  
Phoenix, AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

QUESTIONNAIRE  
A.R.S.§4-202, 4-210  
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

**ATTENTION APPLICANT:** This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

**Attention local governments:** Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

**QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $12 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.**

<table>
<thead>
<tr>
<th>Liquor License #:</th>
<th>07030012 / 65388</th>
</tr>
</thead>
</table>

1. Check the Appropriate Box
- [ ] Controlling Person
- [x] Agent
- [ ] Premises Manager

2. Name: Maughan Rex Gene
   - Last: [REDACTED]
   - First: [REDACTED]
   - Middle: [REDACTED]
   - Birth Date: 11/20/1936

3. Social Security #: [REDACTED]
   - Driver License #: [REDACTED]
   - State: Arizona

4. Place of birth: Logan UT USA
   - City: [REDACTED]
   - State: [REDACTED]
   - Country: Not County
   - Hair: [REDACTED]
   - Eyes: [REDACTED]

5. Name of current/most recent spouse: Maughan Ruth Grey
   - Last: [REDACTED]
   - First: [REDACTED]
   - Middle: [REDACTED]
   - Birth Date: [REDACTED]

6. Are you a bona fide resident of Arizona? [x] Yes [ ] No
   - If yes, what is your date of residency: Over 50 Years [REDACTED]

7. Daytime telephone number: [REDACTED]
   - E-mail address: delkins@foreverliving.com

8. Business Name: Kaibab Lodge at Grand Canyon North, LLC
   - Business Phone: 928/638/2389

9. Business Location Address: 26 MI S JCT HWYS 67 & 89A, Fredonia, AZ 86022

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

<table>
<thead>
<tr>
<th>FROM Month/Year</th>
<th>TO Month/Year</th>
<th>DESCRIBE POSITION OR BUSINESS</th>
<th>EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State, Zip)</th>
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<tbody>
<tr>
<td>5/1978</td>
<td>CURRENT</td>
<td>CEO</td>
<td>Forever Living Products International, LLC</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>7501 E. McCormick Parkway</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Scottsdale, AZ 85258</td>
</tr>
</tbody>
</table>

(ATTACH ADDITIONAL SHEET IF NECESSARY)
11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

<table>
<thead>
<tr>
<th>FROM Month/Year</th>
<th>TO Month/Year</th>
<th>CURRENT Residential Street Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/14</td>
<td>7501 E McCormick Parkway, Scottsdale, AZ 85258</td>
<td></td>
</tr>
</tbody>
</table>

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14.

- [No] Yes [ ] No

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years?

- [No] Yes [ ] No

14. Have you been cited, arrested, indicted, convicted, or summonsed into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years?

- [No] Yes [ ] No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202.4-210

- [No] Yes [ ] No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation?

- [No] Yes [ ] No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)

- [No] Yes [ ] No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)

- [No] Yes [ ] No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

**NOTARY**

Rex Gene Maughan hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [Signature Below] State of ARIZONA County of MARICOPA

My Commission Expires on: JANUARY 1, 2023

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: Rex Gene Maughan

SIGNATURE: [Signature Below]
Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type)

Rex Gene Maughan

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☑ Yes ☐ No

If Yes, indicate place of birth:

City ____________________ State (or equivalent) ____________________ Country or Territory ____________________ USA

If you answered Yes, 1) Attach a legible copy of a document from the attached list.

2) Name of document: ____________________

Go to Section IV.

If you answered No, you must complete Section III and IV.
SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

**Qualified Alien Status** (8 U.S.C. §§ 1621(a)(1), 1641(b) and (c))

☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)

☐ 2. An alien who is granted asylum under Section 208 of the INA.

☐ 3. A refugee admitted to the United States under Section 207 of the INA.

☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.

☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.

☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.

☐ 7. An alien who is a Cuban/Haitian entrant.

☐ 8. An alien who has, or whose child or child’s parent is a “battered alien” or an alien subject to extreme cruelty in the United States.

**Nonimmigrant Status** (8 U.S.C. § 1621(a)(2))


**Alien Paroled into the United States for Less Than One Year** (8 U.S.C. § 1621(a)(3))

☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

**Other Persons** (8 U.S.C § 1621(c)(2)(A) and (C))

☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or

☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect (Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.);


**Otherwise Lawfully Present**

☐ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

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SECTION IV - DECLARATION

All applicants must complete this section.
I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

Rex Gene Maughan
Individual Owner/Agent Printed Name

Individual Owner/Agent Signature

4/19/19

Today's Date

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.
**Driver License for Rex Gene Maughan**

- Indicates a Po Box as the address, however we need a statement indicating his current residential address. — You are correct; his Driver's License does reflect a P.O. Box Address. His residential address is: 7501 E. McCormick Parkway, Scottsdale, AZ 85258
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Public Hearing, consideration and possible recommendation to the AZ Department of Liquor Licenses and Control regarding a new application for a new Series 10 (Beer and Wine Store) Liquor License for Raptor Ranch Grocery/Campstore, Application #63371, Controlling Person – Troy Gene Morris, located at HWY 180 & 64, Valle, AZ, 86046.

RECOMMENDED MOTION:

Move to recommend approval to the AZ Department of Liquor Licenses and Control regarding a new application for a new Series 10 (Beer and Wine Store) Liquor License for Raptor Ranch Grocery/Campstore, Application #63371, Controlling Person – Troy Gene Morris, located at HWY 180 & 64, Valle, AZ, 86046.

BACKGROUND:

Raptor Ranch Grocery/Campstore is located in District 3, at HWY 180 & 64, Valle, AZ, 86046. A completed application for a new series 10 (Beer and Wine Store) liquor license was received by the Clerk of the Board from the AZ Department of Liquor Licenses.

A notice and copy of the application was posted at the location for 20 days and the Clerk’s Office did not receive comments during that time. The statute directs the Clerk to receive comments for filing only within the 20-day comment period, but also states, “This subsection shall not be construed to prevent a bona fide resident residing or owning or leasing property within a one-mile radius from the premises proposed to be licensed from testifying in favor of or in opposition to the issuance of the license, regardless of whether or not the person is a user or nonuser of spirituous liquor.” ARS 4-201(B)

All applications for liquor licenses in the unincorporated areas of the County are reviewed by the Sheriff’s Office, Health District, Community Development Department, and the Risk Manager. They do not have concerns with the application.
The Board is required to consider and make recommendation on this application. The recommendation may be to approve, disapprove, or offer a "no-recommendation" decision on the application. The action must take place within sixty (60) days of the filing of the application.

The Board itself does not issue the license, but makes its recommendation based on its knowledge of the local area and needs and desires of the community.

If the recommendation is for disapproval, a statement of the specific reasons containing a summary of the testimony or other evidence supporting the recommendation for disapproval is attached to the order filed with Department of Liquor, Licenses, and Control. All petitions submitted to the governing body within the twenty-day period for filing protests are also sent to the Director with the certified copy of the order.

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2. Number and types of licenses within one mile of the proposed premises;
3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
5. Residential and commercial population density within one mile of the proposed premises;
6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
7. Effect on vehicular traffic within one mile of the proposed premises;
8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

This Section is authorized by A.R.S. § 4-201(I).

The beer and wine store (series 10) license may fill and sell "growlers". Reference A.R.S. § 4-244(32).
Series 10 (beer and wine store) license applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form. The Sampling Privileges form will require approval from local governing bodies; therefore the 105 day issuance timeframe will apply. Upon approval of Sampling Privileges, a new license with a "series 10S" designation will be issued to the licensee for display in a conspicuous, public area. The "series 10S" sampling privileges are not transferrable. Upon owner or location transfer of a series 10 (beer and wine store) license, all sampling privileges cease and the new owner of the series 10 (beer and wine store) license must apply for sampling privileges. "Series 10S" (beer and wine store with sampling privileges) licensees are required to comply with sampling regulations detailed in A.R.S.Â§4-206.01(J), 1 - 8. All other sampling may be conducted upon approval of a DLLC Sampling Request form, and compliance with A.R.S.Â§4-243(B) and R19-1-228 is required. Reference A.R.S.Â§4-206.01(J)

ADDITIONAL RIGHTS AND RESPONSIBILITIES: The retailer must complete a state-approved Record of Delivery form for each spirituous liquor retail delivery. Applicants, licensees, and managers must take a Title 4 training course (liquor handling, laws and regulations) prior to approval. A pregnancy warning sign for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or at point of display. An Employee Log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

ALTERNATIVES:

The Board may decide to make a recommendation of disapprove, or offer a "no-recommendation” on the application.

FISCAL IMPACT:

The County charges a fee of $276 for the liquor license applications.

SUMMARY:

This is an application for a new application series 10 (Beer and Wine Store) liquor license to Rex Gene Maughan, Raptor Ranch Grocery/Campstore located in District 3, at HWY 180 & 64, Valle, AZ, 86046.

ATTACHMENTS:

1 – Staff Report
2 - Application
# LICENSE

<table>
<thead>
<tr>
<th>Number:</th>
<th>Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>010 BEER AND WINE STORE</td>
</tr>
</tbody>
</table>

| Name: | RAPTOR RANCH GROCERY/CAMPSTORE |
| State: | Pending |
| Issue Date: | Expiration Date: |
| Original Issue Date: | |
| Location: | HWY 180 & 64, VALLE, AZ 86046 |
| Mailing Address: | 332 S STATE ROUTE 64 WILLIAMS, AZ 86046 USA |
| Phone: | (928)635-3072 |
| Alt. Phone: | (310)251-7081 |
| Email: | TMORRIS@RAPTOR-RANCH.COM |

# AGENT

| Name: | TROY GENE MORRIS |
| Gender: | Male |
| Correspondence Address: | 332 S STATE ROUTE 64 WILLIAMS, AZ 86046 USA |
| Phone: | (928)635-3072 |
| Alt. Phone: | (310)251-7081 |
| Email: | TMORRIS@RAPTOR-RANCH.COM |

# OWNER

| Name: | RAPTOR RANCH LLC |
| Contact Name: | TROY GENE MORRIS |
| Type: | LIMITED LIABILITY COMPANY |
| AZ CC File Number: | L13269417 |
| State of Incorporation: | AZ |
| Incorporation Date: | 11/29/2006 |
| Correspondence Address: | 332 S STATE ROUTE 64 WILLIAMS, AZ 86046 USA |
| Phone: | (310)251-7081 |
| Alt. Phone: | |
| Email: | |

**Officers / Stockholders**

| Name: | TROY GENE MORRIS |
| Title: | MEMBER |
| % Interest: | 86.00 |
RAPTOR RANCH LLC - MEMBER
Name: TROY GENE MORRIS
Gender: Male
Correspondence Address: 332 S STATE ROUTE 64
WILLIAMS, AZ 86046
USA
Phone: (310)251-7081
Alt. Phone:
Email: TMORRIS@RAPTOR-RANCH.COM

APPLICATION INFORMATION
Application Number: 63361
Application Type: New Application
Created Date: 04/23/2019 5/3/119

QUESTIONS & ANSWERS

010 Beer and Wine Store

1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit?
   Yes
2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a $22. processing fee per card.
   No
   A Document of type QUESTIONNAIRE is required.
3) Please provide name, address, and Distance of nearest school.
   Williams High School - 25 miles
   440 S. 7th Street
   Williams, AZ 86046
4) Please provide name, address, and distance of nearest church.
   Iglesia Catolica Sagrado De Jesus - 2000' away
   233 Walnut Road
   Williams, AZ 86046
5) Are you a tenant? (A person who holds the lease of a property; a lessee)
   No
6) Is there a penalty if lease is not fulfilled?
   No
7) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
   No
8) Are you the owner?
   No
9) Are you a purchaser?
   No
10) Are you a management company?
    No
11) Is the Business located within the incorporated limits of the city or town of which it is located?
   No
   If no, in what City, Town, County or Tribal/Indian Community is this business located?
   Coconino

12) What is the total money borrowed for the business not including the lease?
    Please list lenders/people owed money for the business.
    zero

13) Have you provided a diagram of your premises?
    No
    A Document of type DIAGRAM/FLOOR PLAN is required.

14) Is there a drive through window on the premises?
    No

15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
    N/A

16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
    Yes
    If yes, what is your estimated completion date?
    May 1ST 2019

**DOCUMENTS**

<table>
<thead>
<tr>
<th>DOCUMENT TYPE</th>
<th>FILE NAME</th>
<th>UPLOADED DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALIEN STATUS</td>
<td>AZDPTLQRID.pdf</td>
<td>04/23/2019</td>
</tr>
<tr>
<td>DIAGRAM/FLOOR PLAN</td>
<td>AZDPTLQRDIAGRAM.pdf</td>
<td>04/23/2019</td>
</tr>
<tr>
<td>QUESTIONNAIRE</td>
<td>AZDEPTLQRQUESTIONAIRE.pdf</td>
<td>04/23/2019</td>
</tr>
<tr>
<td></td>
<td>azlqradiagram.pdf</td>
<td>05/09/2019</td>
</tr>
<tr>
<td></td>
<td>azlqmnewquestionaire.pdf</td>
<td>05/09/2019</td>
</tr>
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<td></td>
<td>azlqrstatementof citizenship.pdf</td>
<td>05/09/2019</td>
</tr>
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<td>azlqradiagram.pdf</td>
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</tr>
<tr>
<td></td>
<td>azlqrstatementof citizenship.pdf</td>
<td>05/09/2019</td>
</tr>
</tbody>
</table>
State of Arizona
Department of Liquor Licenses and Control

Created 05/31/2019 @ 04:04:49 PM
Local Governing Body Report

LICENSE

Number: INP030006682  Type: INP INTERIM PERMIT
Name: RAPTOR RANCH GROCERY/CAMPSTORE
State: Active
Issue Date: 05/31/2019  Expiration Date: 09/13/2019
Original Issue Date: 05/31/2019
Location: HWY 180 & 64, VALLE, AZ 86046
Mailing Address: 332 S STATE ROUTE 64
WILLIAMS , AZ 86046
USA
Phone: (928)635-3072
Alt. Phone: (310)251-7081
Email: TMORRIS@RAPTOR-RANCH.COM

AGENT

Name: TROY GENE MORRIS
Gender: Male
Correspondence Address: 332 S STATE ROUTE 64
WILLIAMS , AZ 86046
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Phone: (928)635-3072
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RAPTOR RANCH LLC - MEMBER

Name: TROY GENE MORRIS
Gender: Male
Correspondence Address: 332 S STATE ROUTE 64  
WILLIAMS, AZ 86046.  
USA
Phone: (310)251-7081
Alt. Phone: 
Email: TMORRIS@RAPTOR-RANCH.COM

APPLICATION INFORMATION

Application Number: 63371
Application Type: New Application
Created Date: 04/23/2019

QUESTIONS & ANSWERS

INP Interim Permit

1) Enter License Number currently at location
   10030071
2) Is the license currently in use?
   No
   How long has it been out of use?
   45 DAYS
3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
   Yes
   A Document of type INTERIM NOTARY PAGE is required.

DOCUMENTS

<table>
<thead>
<tr>
<th>DOCUMENT TYPE</th>
<th>FILE NAME</th>
<th>UPLOADED DATE</th>
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</thead>
<tbody>
<tr>
<td>INTERIM NOTARY PAGE</td>
<td>azdeptliqinterumpermit.pdf</td>
<td>04/23/2019</td>
</tr>
</tbody>
</table>
SECTION 5 page 2 of the license application

For approval of an interim permit:
- There must be a valid license of the same series issued to the current location you are applying for, OR
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S.§4-203.01(A)

1. Enter license number currently at the location: 10030071
2. Is the license currently in use? ☐ Yes. ☐ No. If no, how long has it been out of use? 45 days

Please see letter from landlord and lease agreement.

I (print full name): Tracy Marks
Signature: 

State of: Arizona
County of: Maricopa

My Commission Expires on: 12/31/2019

The foregoing instrument was acknowledged before me this
Date: 12/31/2019
Day of: December
Month: 12
Year: 2019

Signature of Notary: 

1/2/2019
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Michael Townsend, Deputy County Manager

SUBJECT: Presentation, discussion and direction regarding Service and Space Reimagined, Capital Facilities.

RECOMMENDED MOTION:

No motion is necessary. This is a discussion item only asking for direction.

BACKGROUND:

As a follow up to the June 2019 session with Kurt Freund with RBC Capital Markets staff are reviewing, clarifying and asking for direction to proceed with the debt financing process for the King Street project.

ALTERNATIVES:

The Board could decide any number of options in giving direction

FISCAL IMPACT:

The King Street project was included in the FY20 budget discussions. The fiscal impacts and estimates will be reviewed as a part of the presentation.

ATTACHMENTS:

1 - Staff Report
Service and Space Reimagined
August 6, 2019
Why are we here today?

Kurt Freund with RBC presented to the Board at Ft Tuthill in June 2019. Today we will review the financial aspects and forecasts.

There were many comments in June, so looking for direction from the Board.

1. P3 not included in the King Street project?
2. Building size?
3. Proceed with remodel of existing King Street facility?
4. Maintain $2.5 million for flexibility in planning?
5. Proceed with the Pledged Revenue Obligations option?
   • Review a sample timeline.
   • Bond Counsel process
ASSUMED DESIGN CRITERIA

- SET BACKS:
  15' MIN. ON ALL SIDES

- MAX HEIGHT:
  60'

- MAX SF OF EACH NEW BUILDING:
  69,000 SF

- SITE C:
  LOT SIZE: 27,500 SF

- NUMBER OF BUILDINGS:
  1 NEW BUILDING

- NUMBER OF STORIES:
  3

- GROSS SF OF NEW BUILDINGS:
  45,000 SF

- GROSS SF OF ALL BUILDINGS:
  45,000 + 41,000 = 86,000 SF

- TOTAL NUMBER OF PARKING: 237 SPACES

SITE PLAN KING STREET

Only one building is added to the southeast corner of the existing building. This building is 45,000SF with 3 stories at 15,000SF each. The first row of parking on the south side was removed to allow for a wider building footprint.
Public/Private Partnerships (P3)

5 general elements of P3
- Design
- Build
- Finance
- Operate
- Maintain

True P3 is designed to transfer risk, or provide funding.

It was discussed that the King Street project is not recommended as a P3 project.
Concept Size Options

Option A
- 30K usable sqft
- 15K dark
- $13.1M

Option B
- 45K usable sqft
- $16.7 M

Option C
- 30K usable sqft
- 30K dark
- $14.8 M

Option D
- 45K usable sqft
- 15K dark
- $18.5 M

Option E
- 60K usable sqft
- $22.3 M
<table>
<thead>
<tr>
<th></th>
<th>February 2019</th>
<th>Additional Options March 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Recommendation</td>
<td>Option A</td>
</tr>
<tr>
<td>New Addition</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total square ft</td>
<td>45,000</td>
<td>45,000</td>
</tr>
<tr>
<td>Floors</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Floors complete</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>Floors unfinished</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td>Estimated cost</td>
<td>$16,700,000</td>
<td>$13,100,000</td>
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<tr>
<td>Remodel Existing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$7,400,000</td>
<td>$7,400,000</td>
<td>$7,400,000</td>
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<tr>
<td>Capital Contingency</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$2,500,000</td>
<td>$2,500,000</td>
<td>$2,500,000</td>
</tr>
<tr>
<td>Funded in 10-yr</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$24,100,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revised Project Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$23,000,000</td>
<td>$26,600,000</td>
<td>$24,700,000</td>
</tr>
</tbody>
</table>
Review of Financials

Recessionary Forecasts FY2021 and FY2022

• Capacity for $24 million Capital Facilities
  • PSPRS reduced contributions $555,000 (in FY21)
  • Recurring set aside for future capital $405,505 (in FY20)
• Fund Balance in Capital Facility Fund (General Fund one-time)
• Additional funding needed for debt service
  • FY2020 $ 77,870
  • FY2021 $ 9,495
  • FY2027 $541,185, projected after the next recession

• Capacity for other County needs
  • Minimal impact to capacity from FY2020 to FY2026
Option C cost $24.7 million

Available funding from February 2019, $24.1 million
• Funding gap of $600,000

• Additional included in FY20 wrap up discussion $100,000
• Budgeted debt service in FY20, not needed in FY20, $483,375
• In addition, interest have declined from the time of the estimated $24.1 million, that also provides additional capacity.
Future Capacity through Financial Planning

Cycle 2 of Financial Planning, FY2012 to FY2020
• **One-time funding for long-term investments = over $20 million**
  • Includes ME bldg., King St, PSPRS additional contributions, ERP system
• **PLUS, R&R projects for Facilities and IT, among other departments**

Cycle 3 of Financial Planning, FY2023 to ???
• One-time funding for R&R and Capital Projects
• Debt Defeasance, PSPRS additional payments, etc.
Cycle 1 began in FY2007

Cycle 2

Cycle 3
## Flagstaff Leases and Associated Costs

<table>
<thead>
<tr>
<th>Property/Department/Tenure</th>
<th>Lease Expiration</th>
<th>Square footage</th>
<th>Current Annual Cost (FY 19)</th>
<th>Annual Cost per SQ/FT</th>
<th>Parking</th>
</tr>
</thead>
<tbody>
<tr>
<td>222 E Birch*</td>
<td>30-Apr-21</td>
<td>7,813</td>
<td>$125,874</td>
<td>$16.11</td>
<td>Total 35: 1 ADA, 4 client parking spots</td>
</tr>
<tr>
<td>Adult Probation (15 years+)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>420 N San Francisco</td>
<td>30-Jun-22</td>
<td>7,727</td>
<td>$199,767</td>
<td>$25.85</td>
<td>Total 31: 1 ADA</td>
</tr>
<tr>
<td>Human Resources and Information Technology (11 years)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>202 E Birch</td>
<td>30-Jun-19</td>
<td>2,600</td>
<td>$41,000</td>
<td>$15.77</td>
<td>Total: 9</td>
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<tr>
<td>Information Technology (4 years)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>220 N Leroux</td>
<td>31-Aug-22</td>
<td>6,000</td>
<td>$72,000</td>
<td>$12.00</td>
<td>Total 34: 2 ADA</td>
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<tr>
<td>Public Fiduciary (~2 year)</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Election Warehouse (12 years)</td>
<td>30-Jun-22</td>
<td>6,000</td>
<td>$73,498</td>
<td>$12.25</td>
<td>Shared parking: 30</td>
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<tr>
<td>1186 W. University</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking (15 spaces not associated with buildings)</td>
<td>On-going</td>
<td></td>
<td>$6,500</td>
<td></td>
<td></td>
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<tr>
<td>Totals</td>
<td>30,140sq./feet</td>
<td></td>
<td>$518,639</td>
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<td></td>
</tr>
</tbody>
</table>

Park Flag

37,800 70 on street parking permits

Future next steps after King Street
The Nature of Debt, Investment or Expenditure

Consideration of Generational Equity
• Who receives the services vs. who pays the debt
  • Pension debt, looking back after the fact
    • Those who receive the services did NOT pay for the services
  • Infrastructure (Facility) Debt, looking forward to build capacity
    • Those who receive the services pay for the services

Other considerations
• Expenditure Limitation
• Delayed construction inflation cost increases
• Costs of Financing (Interest on debt)
• Timing of projects
• Debt service funding source (New tax vs. existing capacity)
Financing Timeline

Separate document included in agenda packet

Initial key dates
• August 6 - Direction to staff
• August 13 - Selection of Bond Counsel
• Bond Counsel then begins drafting Authorizing Resolution and primary legal documents
• February 5, 2020 estimated delivery of Pledged Revenue Obligation proceeds
Questions, Comments and Direction

Staff Recommendation looking for Board Direction

• Begin Pledged Revenue Obligation (PRO) debt financing process with RBC and Bond Counsel? Selection of Bond Counsel?

Staff Recommendation (based on PRO direction)

• This project is not a good fit for a P3, but will be considered for future projects.
• 4 stories, with 2 dark stories to be built out in the future (option C).
• Remodel of current King Street facility.
• Maintain $2.5 million capital contingency for future needs/flexibility.
## Coconino County, Arizona
### Pledged Revenue Obligations Series 2019

### Draft Financing Timetable

<table>
<thead>
<tr>
<th>Date</th>
<th>Item</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday, July 15</td>
<td>Solicit for bond counsel firm</td>
<td>RBC</td>
</tr>
<tr>
<td>Wednesday, July 24</td>
<td>Receive proposals form bond counsel firms</td>
<td>County, RBC</td>
</tr>
<tr>
<td>Tuesday, August 6</td>
<td><strong>Board of Supervisors meeting to approve moving forward with financing</strong></td>
<td>County</td>
</tr>
<tr>
<td>Week of August 13</td>
<td>Selection of bond counsel firm</td>
<td>County</td>
</tr>
<tr>
<td>Wednesday, August 14</td>
<td>Financing details provided to Bond Counsel</td>
<td>RBC</td>
</tr>
<tr>
<td>Wednesday, August 14</td>
<td>Solicit proposals from Bank Trustee, Registrar and Paying Agent</td>
<td>RBC</td>
</tr>
<tr>
<td>Friday, August 23</td>
<td>Distribution of first drafts of Authorizing Resolution and primary legal documents</td>
<td>Bond Counsel</td>
</tr>
<tr>
<td>Friday, August 23</td>
<td>Receive proposals from Bank Trustees</td>
<td>RBC, County</td>
</tr>
<tr>
<td>Week of September 2</td>
<td>Select Bank Trustee, Registrar and Paying Agent</td>
<td>County</td>
</tr>
<tr>
<td>Friday, September 6</td>
<td>Comments due on first drafts of Authorizing Resolution and primary legal documents</td>
<td>All</td>
</tr>
<tr>
<td>Date</td>
<td>Item</td>
<td>Responsibility</td>
</tr>
<tr>
<td>-------------------------</td>
<td>----------------------------------------------------------------------</td>
<td>------------------------------</td>
</tr>
<tr>
<td>Friday, September 13</td>
<td>Distribution of second drafts of Authorizing Resolution and primary legal documents</td>
<td>Bond Counsel</td>
</tr>
<tr>
<td>Friday, September 20</td>
<td>Comments due on second drafts of Authorizing Resolution and primary legal documents</td>
<td>All</td>
</tr>
<tr>
<td>Friday, September 20</td>
<td>Distribution of first draft of Preliminary Official Statement</td>
<td>RBC</td>
</tr>
<tr>
<td>Friday, September 27</td>
<td>Final Authorizing Resolution and forms of other legal documents submitted to County for adoption at October 8 Board meeting</td>
<td>Bond Counsel, RBC, UC</td>
</tr>
<tr>
<td>Friday, October 11</td>
<td>Comments due on first draft of Preliminary Official Statement</td>
<td>All</td>
</tr>
<tr>
<td>Friday, October 11</td>
<td>Solicit proposals from potential underwriters</td>
<td>RBC</td>
</tr>
<tr>
<td>Friday, October 18</td>
<td>Distribution of second draft of Preliminary Official Statement</td>
<td>RBC</td>
</tr>
<tr>
<td>Tuesday, October 22</td>
<td>Board of Supervisors adopts Authorizing Resolution Approving Execution of Obligation Purchase Agreement</td>
<td>County</td>
</tr>
<tr>
<td>Wednesday, October 23</td>
<td>Receipt of proposals from underwriters</td>
<td>County, RBC</td>
</tr>
<tr>
<td>Week of October 28</td>
<td>Rating agency presentation outline provided to County</td>
<td>RBC</td>
</tr>
<tr>
<td>Wednesday, October 30</td>
<td>Comments due on second draft of Preliminary Official Statement</td>
<td>All</td>
</tr>
<tr>
<td>Week of November 4</td>
<td>Select underwriter(s)</td>
<td>County</td>
</tr>
<tr>
<td>Wednesday, November 6</td>
<td>Materials sent to bond insurers and rating agencies</td>
<td>RBC</td>
</tr>
<tr>
<td>Week of November 18</td>
<td>Rating Calls</td>
<td>County, RBC</td>
</tr>
<tr>
<td>Wednesday, November 20</td>
<td>Distribution of third draft of Preliminary Official Statement</td>
<td>RBC</td>
</tr>
<tr>
<td>Wednesday, November 27</td>
<td>Comments due on third draft of Preliminary Official Statement</td>
<td>All</td>
</tr>
<tr>
<td>Wednesday, December 4</td>
<td>Obtain ratings/insurance quotes</td>
<td>County, RBC</td>
</tr>
<tr>
<td>Date</td>
<td>Item</td>
<td>Responsibility</td>
</tr>
<tr>
<td>-----------------------</td>
<td>--------------------------------------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>Friday, December 6</td>
<td>Distribute final draft of the Preliminary Official Statement</td>
<td>RBC</td>
</tr>
<tr>
<td>Week of December 16</td>
<td>Disclosure Review Call</td>
<td>All</td>
</tr>
<tr>
<td>Friday, December 20</td>
<td>Comments due on final draft of Preliminary Official Statement</td>
<td>All</td>
</tr>
<tr>
<td>Thursday, January 2</td>
<td>Print and distribute Preliminary Official Statement</td>
<td>RBC</td>
</tr>
<tr>
<td><strong>Week of January 13</strong></td>
<td><strong>Sale of Obligations and Execution of Obligation Purchase Agreement</strong></td>
<td>All</td>
</tr>
<tr>
<td>Tuesday, January 21</td>
<td>Print and distribute final Official Statement</td>
<td>RBC</td>
</tr>
<tr>
<td>Tuesday, January 21</td>
<td>Distribute Closing Documents and Closing Memo</td>
<td>Bond Counsel, RBC</td>
</tr>
<tr>
<td>Tuesday, February 4</td>
<td>Pre-closing of Obligation issue</td>
<td>All</td>
</tr>
<tr>
<td>Wednesday, February 5</td>
<td>Closing and delivery of Obligation proceeds</td>
<td>All</td>
</tr>
</tbody>
</table>

Coconino County, Arizona
RBC Capital Markets
TBD
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Eric Peterson, Public Affairs Director

SUBJECT: Consideration, discussion and possible action on various legislative proposals

RECOMMENDED MOTION:

The department recommends submitting no actions to the CSA Legislative Summit for that advocacy process and supporting the Arizona Game and Fish request to endorse fish hatchery funding.

BACKGROUND:

The CSA Legislative Summit will be held at the end of October this year. The deadline for counties to submit proposals is Aug 12. The Public Affairs department solicited department feedback for various legislative matters and to date, six proposals were received.

1. Supporting financial incentives and administrative regulatory relief for reestablishment of the forest products industry. (Forest Restoration)
2. Supporting legislative mandate for the Arizona Corporation Commission to support and incentivize biomass energy facilities. (Forest Restoration)
3. Supporting state funding for local government cyber security. (Information Technology)
4. Supporting state funding for building of rural broadband connectivity and infrastructure. (Information Technology)
5. Supporting 2017 SB 1069 allowing a person to answer "NO" to a conviction question on applications if the conviction was set aside. (Justice Courts - Judge Grodman)
6. Supporting creating statutory flexibility for moving of certain duties of the Clerk of the Board and other offices to a designated county official. (Public Affairs)

All six of the measures are consistent with county support in the past, but are need of further vetting and coalition building and understanding before approaching the CSA Summit. Public Affairs recommends not submitting them in the CSA process, but endorsing them and continuing to build support and seek action in the coming session.

Arizona Game and Fish department owns and operates six fish hatcheries in the state. The department requests the Board approve a letter or resolution in support of the Department’s plans to update its hatchery infrastructure. We will be proposing a $3 million hatchery investment in
our FY2021 budget next year and intend to approach other counties, cities, business and conservation groups to support our efforts. The Department does not receive any state general funds, rather they generate revenues through hunting and fishing licenses and other fees - but still require approval through the state legislative process to expend our own funds. These six fish hatcheries are a big part of our “serving the public” success so it is critical that the Department manages these hatcheries wisely to ensure that we continue to generate revenue and fish experiences for the state.

Public Affairs supports and recommends the Board approve the support of the AZGFD request.

**ALTERNATIVES:**

The Board may choose to forgo the presentation

**FISCAL IMPACT:**

None

**ATTACHMENTS:**

1 - Staff Report
2 - LEGISLATIVE PROPOSALS
3 - AZGF DRAFT LETTER
4 - 2020 Legislative Policy Proposal Form
Proposal Overview: The proposal form provides county supervisors and professional staff an opportunity to propose legislative solutions to improve efficient, responsive delivery of county government services. Prior to submitting the proposal please seek approval by the majority of the county board of supervisors.

Background - Describe the problem or issue you are trying to address.

The reintroduction of the forest industry needs to be a priority for the success of forest restoration, particularly in the Southwest where local forest industry was lost in the 1990s. Arizona, New Mexico and Colorado are in similar situations with regards to the need for a robust forest industry as a critical partner in forest restoration efforts on landscapes with no to low value trees. To attract the forest industry, the obstacles to entry must be reduced to remove the impediments to restoration operations. The Forest Service should commit to making policy changes in a timely manner rather than moving the decision up and down the chain of command that ultimately takes several years before a decision is even made.

Recommended Solution - How does the legislative proposal solve the problem or issue? Please include any existing statutes that will be affected by the proposed changes.

Supporting increased funding, financial incentives, and the removal of administrative roadblocks to attract, promote and expedite the private wood products industry in regions with low to no value trees to allow consumption of forest products, including biomass as a pathway to forest restoration and reduction of the risk of catastrophic wildfire.

Other Potential Remedies - Describe any administrative remedies available to solve the problem.

The removal of administrative roadblocks within USFS will expedite attracting forest industry.

Fiscal Impact - Describe any potential positive or negative fiscal impacts of the legislative solution to the state or county budgets.

Providing incentives for forest industry to return to regions with low to no value timber will cost significant resources, but the return on investment is far greater than reacting to catastrophic wildfire in forests that are in dire need for restoration. The benefits of supporting the forest industry will include both rural and urban communities. Immediately, the impact of providing incentives for the forest industry will impact rural regions as jobs will be created and rural communities will benefit from the successful treatment of the forests. However, the long-term benefits of supporting a robust forest industry will also affect urban areas as public lands are often the recipient of urban tourists. A restored forest is much more likely to survive wildfire and...
is much more resilient. Ensuring a robust forest industry will help to protect our natural resources and help to safeguard our forests from the threat of catastrophic wildfire.

**Stakeholders** - Please provide a list of affected stakeholders who may support or oppose the proposed legislative solution and the reason for their position.

4FRI would support proposed legislation to promote forest restoration
USFS would support legislation to promote forest restoration

**Primary Contact** - Please provide a primary for the proposal (name, phone, email).

**Name:** Eric Peterson  
**Phone:** (928) 679-7177  
**E-mail:** epeterson@coconino.az.gov
Proposal Overview: The proposal form provides county supervisors and professional staff an opportunity to propose legislative solutions to improve efficient, responsive delivery of county government services. Prior to submitting the proposal please seek approval by the majority of the county board of supervisors.

Background - Describe the problem or issue you are trying to address.

Catastrophic wildfire and Post Wildfire Flooding and Debris flows are the number one public safety risk for the forested counties of Arizona. Without viable forest industry, landscape scale forest restoration is theoretical. To engage in successful forest restoration, industry must be cultivated. Legislation that requires the Arizona Corporation Commission to support and incentivize biomass energy facilities will help to develop a market for the biomass that is generated throughout forest restoration projects.

Recommended Solution - How does the legislative proposal solve the problem or issue? Please include any existing statutes that will be affected by the proposed changes.

Legislation should be passed that requires the Arizona Corporation Commission to support and incentivize biomass energy facilities as a pathway to forest restoration.

Other Potential Remedies - Describe any administrative remedies available to solve the problem.

Fiscal Impact - Describe any potential positive or negative fiscal impacts of the legislative solution to the state or county budgets.

The Arizona Corporation Commission incentivizing forest industry to return to regions with low to no value timber will cost significant resources, but the return on investment is far greater than reacting to catastrophic wildfire in forests that are in dire need for restoration. Immediately, the impact of providing incentives for the forest industry will spark industry based job growth and rural communities will benefit from the successful treatment of the forests

Stakeholders - Please provide a list of affected stakeholders who may support or oppose the proposed legislative solution and the reason for their position.

4FRI would support proposed legislation to promote forest restoration
ACC may oppose legislation which directs them to follow specific actions

Primary Contact - Please provide a primary for the proposal (name, phone, email).

Name: Eric Peterson
Phone: (928) 679-7177
E-mail: epeterson@coconino.az.gov
Proposal Overview: The proposal form provides county supervisors and professional staff an opportunity to propose legislative solutions to improve efficient, responsive delivery of county government services. Prior to submitting the proposal please seek approval by the majority of the county board of supervisors.

Background - Describe the problem or issue you are trying to address.

As government has moved to become more efficient, by deploying electronic information management systems, the threat for cybercrime has increased. In addition, electronic record keeping means that those who wish to do harm no longer need to access a specific location but can commit crimes from locations miles away from a facility. Local governments are repositories for all types of records and sensitive data. Therefore, local government is on the front lines to ensure that protected and confidential data is safe from cybercriminals. Due to budget constraints and an ever-increasing cyber threat the need to proactively address and fund local government efforts to enhance cyber security measures is a pressing need.

Recommended Solution - How does the legislative proposal solve the problem or issue? Please include any existing statutes that will be affected by the proposed changes.

Legislators should pass a funding package to support local government cyber security measures to protect citizen’s data. Fiscal investment is required to support county efforts in safeguarding data.

Other Potential Remedies - Describe any administrative remedies available to solve the problem.

Fiscal Impact - Describe any potential positive or negative fiscal impacts of the legislative solution to the state or county budgets.

County governments will positively benefit from fiscal investment in cybersecurity protections. While a comprehensive spending package may be costly or burdensome to state government, the cost of not protecting sensitive data is far greater.

Stakeholders - Please provide a list of affected stakeholders who may support or oppose the proposed legislative solution and the reason for their position.

- Recent counties & cities in Arizona who suffered data breaches will support safeguarding cybersecurity

Primary Contact - Please provide a primary for the proposal (name, phone, email).

Name: Eric Peterson
Phone: (928) 679-7177 E-mail: epeterson@coconino.az.gov
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Background - Describe the problem or issue you are trying to address.

*Rural communities often lack access to reliable highspeed broadband connectivity. This poses several challenges for these communities including access to the global marketplace, healthcare services, education, work opportunities, public safety, and community development. Access to rural broadband infrastructure is to the 21st century what rural electrification was for the 20th century.*

Recommended Solution - How does the legislative proposal solve the problem or issue? Please include any existing statutes that will be affected by the proposed changes.

Legislators should pass a funding package to build out and expand broadband infrastructure in rural regions through the development of an Enhanced Network Infrastructure Plan (ENIP) will address a variety of interrelated economic development challenges in rural communities.

Other Potential Remedies - Describe any administrative remedies available to solve the problem.

Fiscal Impact - Describe any potential positive or negative fiscal impacts of the legislative solution to the state or county budgets.

*Rural communities will positively benefit from fiscal investment in broadband to connect them with online job services, e-government, and other essential functions. While a comprehensive spending package may be costly or burdensome to state government, the cost of investing in this necessary technology will leave already struggling communities behind.*

Stakeholders - Please provide a list of affected stakeholders who may support or oppose the proposed legislative solution and the reason for their position.

- Rural communities and tribal governments will support this infrastructure investment
- Broadband providers will support legislation that expands their market and customer base across the state

Primary Contact - Please provide a primary for the proposal (name, phone, email).

Name: Eric Peterson
Phone: (928) 679-7177  E-mail: epeterson@coconino.az.gov
Proposal Overview: The proposal form provides county supervisors and professional staff an opportunity to propose legislative solutions to improve efficient, responsive delivery of county government services. Prior to submitting the proposal please seek approval by the majority of the county board of supervisors.

**Background** - Describe the problem or issue you are trying to address.

During the 2017 legislative session, SB1069 overwhelmingly passed the Senate and never got a hearing in the House. It proposed to add a paragraph F to A.R.S. 13-907: "F. A person whose conviction is set aside pursuant to this section may answer on any application for employment or public benefits that the person was not convicted of the offense that was set aside. "Under Arizona case law, a set aside conviction must be disclosed. See for example: Russell v. Royal Maccabees Life Ins. Co., 193 Ariz. 464 (1998).

**Recommended Solution** - How does the legislative proposal solve the problem or issue? Please include any existing statutes that will be affected by the proposed changes.

Under current set aside law, the are very few if any concrete or tangible benefits to a set aside. Revival of SB1069 from 2017 would further the goals of Coconino County’s “check the box” policy for county employment, which include improving employment prospects for county residents who have made a bad choice resulting in a criminal conviction, but have since made good enough choices to earn a set aside.

**Other Potential Remedies** - Describe any administrative remedies available to solve the problem.

**Fiscal Impact** - Describe any potential positive or negative fiscal impacts of the legislative solution to the state or county budgets.

Reintegrating past offenders into society through employment would positively contribute to those individual’s financial status.

**Stakeholders** - Please provide a list of affected stakeholders who may support or oppose the proposed legislative solution and the reason for their position.

- Such job applicants will support such reforms to secure employment
- Prospective employers may oppose reforms to hire individuals with records

**Primary Contact** - Please provide a primary for the proposal (name, phone, email).

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Proposal Overview: The proposal form provides county supervisors and professional staff an opportunity to propose legislative solutions to improve efficient, responsive delivery of county government services. Prior to submitting the proposal please seek approval by the majority of the county board of supervisors.

Background - Describe the problem or issue you are trying to address.

The Clerk of the Board and other departments are designated to do certain functions in statute that can be better performed by departments or designated coordinators within the County. These functions are often related to special districts, licensing, or permitting. The consolidation and transferring of such duties from Clerk Of Board, and possibly other elected departments, to centralized department or coordinator would alleviate current functions performed by Clerk.

Recommended Solution - How does the legislative proposal solve the problem or issue? Please include any existing statutes that will be affected by the proposed changes.

Legislative action should be taken to centralize or reform the processes to allow local governments the option to centralize such functions currently conducted by Clerks pursuant to state law.

Other Potential Remedies - Describe any administrative remedies available to solve the problem.

Fiscal Impact - Describe any potential positive or negative fiscal impacts of the legislative solution to the state or county budgets.

Reforming the functions currently completed by Clerks will alleviate existing work loads to other relevant departments. This transferring of duties will positively impact the fiscal resources of Clerks to focus on their most relevant operations.

Stakeholders - Please provide a list of affected stakeholders who may support or oppose the proposed legislative solution and the reason for their position.

- County elected officials & appointed officials

Primary Contact - Please provide a primary for the proposal (name, phone, email).
Name: Eric Peterson
Phone: (928) 679-7177
E-mail: epeterson@coconino.az.gov
August 6, 2019

Governor Doug Ducey
1700 West Washington Street
Phoenix, AZ 85007

Dear Governor Ducey,

The Coconino County Board of Supervisors wish to state our support of the Arizona Game and Fish Department’s continued effort to provide healthy outdoor recreation by creating and maintaining opportunities to fish in Arizona’s waters. Every year the Department produces an average of 385,000 pounds of fish and stocks them in 118 locations throughout Arizona including the Colorado River and urban waters in 21 communities. Almost all trout harvested in Arizona are stocked from one of the six hatcheries owned and operated by the Arizona Game and Fish Department.

The 350,000+ anglers who pursue these fishing opportunities in Arizona spend over $950 million on equipment and trip-related expenditures alone. Recreational sport fishing produces $1.47 billion in economic benefits and supports 20,038 jobs for the state of Arizona. Much of these recreation driven jobs are located in rural Arizona. These hatcheries directly contribute to our local economies in Coconino County, supporting $98 million in trip related expenditures by locals and visitors to the County.

Threats from wildfires, water quality and disease prevention are a few challenges hatchery operations face while striving to serve a growing population with an aging hatchery infrastructure. The current increase in the demand for sport fish in Arizona, a decrease in hatchery water supplies and the current state of hatchery infrastructure result in an annual shortfall of approximately 110,000 pounds of trout and 230,000 pounds of warm water sport fish. Last renovated more than 25 years ago, the Department’s fish hatcheries are in clear need of major maintenance and updates to maintain current levels of production.

Coconino County supports the Department’s plans for major maintenance of its hatcheries to meet the current demand for fish and eliminate these production shortfalls. This critical step of updating hatchery infrastructure will enhance the preservation of our state’s unique fish populations, continue growth of healthy outdoor recreation, and further bolster Arizona’s economy.

Sincerely,

Lena Flower
Chair, Coconino County Board of Supervisors
Proposal Overview: The proposal form provides county supervisors and professional staff an opportunity to propose legislative solutions to improve efficient, responsive delivery of county government services. Prior to submitting the proposal please seek approval by the majority of the county board of supervisors.

Background - Describe the problem or issue you are trying to address.

Tobacco 21 is a growing tobacco prevention trend across the nation. Currently, 13 states have raised the minimum age to buy tobacco to 21. T21 has proven to reduce youth smoking rates over time. The town of Needham, MA, the first town in the U.S. to pass T21, saw a decrease in youth smoking rates from 13% before the law, to 6.7% four year after the law was implemented. The current minimum age to buy tobacco products, including e-cigarettes, is 18. Surveys indicate that most youth under 18 years old who use tobacco products obtain them “from a friend.” Most high school students turn 18 before they graduate, which means that at any given time, 14-17-year-olds have contact with 18-year-olds, who can supply them with tobacco products. However, most high school students do not have friends that are 21 years of age or older. Thus, raising the minimum age to buy tobacco to 21 makes it more difficult for those below 18 to obtain tobacco. The human brain continues to develop through childhood until at least the age of 25. Because the teen brain is primed to learn, it is especially susceptible to addiction, which if occurs, can cause long term or permanent structural changes to the brain. In Arizona, the Department of Motor Vehicles provides vertical driver’s licenses and state issued identification cards to those under the age of 21. Once individuals turn 21, they are required to obtain a horizontal card. Raising the minimum age to purchase tobacco to 21, as with alcohol, allows retailers and their employees to evaluate IDs quickly without having to rely on an individual’s math skills.

Recommended Solution - How does the legislative proposal solve the problem or issue? Please include any existing statutes that will be affected by the proposed changes.

Altering the age at which a person is exposed to and becomes addicted to nicotine has long term effects on the individual user as well as those systems that pay for their health care expenses experienced later in life. The proposed policy is an investment in the future health of the individual as well as the systems who respond to and pay for health care, including county government (i.e., AHCCCS and ALTCS) and health care organizations who may not receive reimbursement for the services provided.

Other Potential Remedies - Describe any administrative remedies available to solve the problem.

Other counties in Arizona have not passed similar laws, but there are three cities, including Cottonwood, Douglas, and Flagstaff that have adopted this public policy. The benefit of a county or state-wide T21 statute is that youth would not be able to obtain tobacco products from neighboring areas that lack T21 laws, and ease of training retail employees as the law would be uniform across the area.

Fiscal Impact - Describe any potential positive or negative fiscal impacts of the legislative solution to the state or county budgets.

Stakeholders - Please provide a list of affected stakeholders who may support or oppose the proposed legislative solution and the reason for their position.

Supporters: Public Health agencies, American Lung Association, American Cancer Society, school districts, and medical/health care organizations.

Opposed: Tobacco companies

Primary Contact - Please provide a primary for the proposal (name, phone, email).

Name: Eric Peterson
Phone: (928) 679-7177
E-mail: epeterson@coconino.az.gov
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Erika Philpot, Director of Human Resources

SUBJECT: 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.

RECOMMENDED MOTION:

Move to enter executive session.

BACKGROUND:

Background information will be provided during Executive Session.
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Rose Winkeler, Deputy County Attorney

SUBJECT: Discussion and consultation with attorneys to receive legal advice on contemplated litigation pursuant to ARS 38-431.03(A)(3) & (4).

RECOMMENDED MOTION:

Move to enter executive session.

BACKGROUND:

The Board will receive information regarding the item during executive session.
DATE: August 1, 2019

TO: Honorable Chair and Members of the Board

FROM: Cynthia Nemeth-Briehn, Parks and Recreation Director

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

RECOMMENDED MOTION:

Enter into Executive Session

BACKGROUND:

Background will be provided to the Board during executive session. Pursuant to Ariz. Rev. Stat. 38-431.03(A)(7) and (A)(4) the Board may discuss or consult with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property and to instruct its attorneys regarding the Board's position.