Tuesday, September 03, 2019

NOTICE OF REGULAR SESSION AND EXECUTIVE SESSION OF THE COCONINO COUNTY BOARD OF SUPERVISORS, THE BOARD OF EQUALIZATION AND THE BOARDS OF DIRECTORS OF THE COCONINO COUNTY FLOOD CONTROL DISTRICT

PURSUANT TO A.R.S. § 38-431.02

10:00 a.m. – Regular Meeting
Followed by Executive Session - Interviews for Superintendent of Schools

First Floor Board Room
Executive Session Interviews may be held in the Second Floor – Grand Canyon 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. Work sessions and regular meetings are open to the public. Persons with a disability may request a reasonable accommodation by contacting the Clerk of the Board of Supervisors Office at 928-679-7144. Requests should be made as early as possible to allow time to arrange the accommodation.

Notice of Option to Recess in Executive Session

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

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

**Consent Agenda**

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

**Speaking During a Public Hearing**

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

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

**Call to Order:**

**Pledge of Allegiance:**

**Call to the Public:**

**Board of Supervisors Consent Agenda:**

1. Approve the minutes from the Board of Supervisors’ meetings conducted August 15 and August 20, all of 2019.

2. Consideration and possible action to approve an Intergovernmental Agreement between the City of Flagstaff's Community Development Division and the Coconino County's Community Development Department to allow for shared building plan review and inspection services during periods of extreme workload or in the event of a natural disaster. **Community Development**

3. Consideration and possible action regarding a request to approve FY19 additional spending authority of County Attorney special revenue funds in the amount of $67,142.05. **County Attorney**
4. Consideration and possible action to approve an Intergovernmental Agreement (IGA) to provide Election Services for the Page Hospital District for the November 5, 2019 Special Election. **Elections**

5. Consideration and possible action to approve a five-year Intergovernmental Agreement (IGA) between Arizona State University and Coconino County Health and Human Services Medical Examiner in order to understand risk factors for intimate partner homicide by providing accurate and comprehensive and objective data regarding violent deaths. **Health and Human Services**

6. Consideration and possible action regarding approval of the Appointment and Employment Contract for Mr. James Jayne to serve as County Manager and, authorize Chairwoman Lena Fowler to sign the contract retroactive to July 2, 2019. **Human Resources**

7. Consideration and possible action to designate the County Manager, or a designee of the County Manager, to serve on the Arizona Counties Insurance Pool Board, pursuant to the Intergovernmental Agreement of the Arizona Counties and parties of the Arizona Counties Insurance Pool. **Human Resources**

8. Consideration and possible action on the review of comments received during the 45 day comment period and approval of FY20 Title III projects under the Secure Rural Schools and Community Self Determination Act, specifically Flagstaff Patrol and Search and Rescue on Federal Lands. **Finance**

9. Consideration and possible action to approve Fiscal Year 2019 Additional Spending Authority of Public Defender Special Revenue Funds in the amount of $11,583.80. **Public Defender**

10. Consideration and possible action to approve a renewal of the Intergovernmental Agreement (IGA) between Coconino County and the Pine Strawberry Fire District, for the sharing of radio sites to mutually enhance radio coverage of both entities, for the period of July 1, 2019 to June 30, 2024, in the estimated reimbursement amount of $1,000 annually. **Sheriff**

11. Consideration and possible action to approve a carryover from Fiscal Year 2019 to Fiscal Year 2020, in the amount of $4,110.00, to continue the Train and Sustain Citizen Corp Programs funded by the previously approved Federal Fiscal Year 2018 Arizona Department of Homeland Security (AZDOHS) Grant Program award #180100-01, through 09/30/19. **Sheriff**
12. Consideration and possible action to approve the Intergovernmental Agreement (IGA) between the City of Flagstaff and the Coconino County Sheriff’s Office, for the allocation of $6,137.00 in Fiscal Year 2020 to the Coconino County Sheriff’s Office from the Federal Fiscal Year 2019 Byrne Justice Assistance Grant (JAG), and authorize the Sheriff to execute all documents pertaining to the grant. **Sheriff**

13. Consideration and possible action to approve a renewal of the Intergovernmental Agreement (IGA) between the Blue Ridge Fire District (BRFD) and Coconino County Sheriff’s Office, for the sharing of radio sites to mutually enhance radio coverage of both entities, for the period of July 1, 2019 to June 30, 2024, in the estimated reimbursement amount of $1,000 annually. **Sheriff**

14. Consideration and possible action to approve a carryover from Fiscal Year 2019 to Fiscal Year 2020, in the amount of $6,543.00, to continue to purchase and install equipment at radio towers to create a redundant microwave link utilized in the Sheriff’s Office radio communications, funded by the previously approved Federal Fiscal Year 2018 Arizona Homeland Security Grant Program award #180100-02, through 09/30/19. **Sheriff**

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

**Flood Control Consent Agenda:**

15. Consideration and possible action regarding approval of a carryover request from Fiscal Year 2019 to Fiscal Year 2020, in the amount of $611,000, for repair work required as a result of the North Schultz Flood Event. **Flood Control**

**Flood Control Action Items:**

16. Consideration and possible action regarding approval of the Specific Project Agreement for the Bill Williams Mountain Steep Slope Thinning Project, between Coconino County Flood Control District and the National Forest Foundation, to reduce the threat of post-wildfire flooding, in an amount up to $800,000 in FY2020. **Flood Control**

17. Consideration and possible action regarding approval of the Master Agreement between Coconino County Flood Control District and the National Forest Foundation to develop, fund and implement forest restoration projects thereby reducing the threat of post-wildfire flooding, in an amount of up to $1,000,000 over the 5-year agreement. **Flood Control**
The Board will resolve as the Board of Equalization.

**Board of Equalization Public Hearings:**

18. Consideration and possible action to approve Board of Equalization Resolution 2019-03 to receive and accept the Hearing Officer's Recommendation for Petition for Review of Property Valuation for Tax Year 2020 hearings conducted August 1, 2019. **Board of Equalization**

19. Consideration and possible action to approve Board of Equalization Resolution 2019-04 accepting the Hearing Officer's recommendation for the Kinsey Ridge Apartments Notice of Claim Petition, to reduce the Improvement Value, Full Cash Value and Limited Property Value, as recommended by the Assessor's Office, for parcel numbers 102-07-077B and 102-07-077C for Tax Year 2019. **Board of Equalization**

The Board will resolve as the Board of Supervisors.

**Public Hearings:**

20. Public Hearing and Recommendation to the Arizona Department of Liquor Licenses regarding an application for a new application of a series 07 (Beer and Wine Bar) liquor license to Theresa Morse, VC Bar & Grill LLC, located at Hwy 89A 5 miles north of Marble Canyon, Marble Canyon, Arizona. **Board of Supervisors**

**Discussion item:**

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

- County Manager's Report
- Chair's Report
- Reports from Supervisors; updates on new projects, district budgets, requests for services and initiatives, updated from county staff:
  - District 5 – Supervisor Lena Fowler
  - District 4 – Supervisor Jim Parks
  - District 1 – Supervisor Art Babbott
  - District 2 – Supervisor Elizabeth Archuleta
  - District 3 – Supervisor Matt Ryan
Executive Session:

22. Discussion regarding and consideration of candidates seeking appointment as the County Superintendent of Schools. Pursuant to ARS 38-431.03(A)(1), the Board may vote to enter executive session on this item. Candidates to be interviewed include: Steven Berbeco, Deidre Crawley, Craig Howdeshell, Paul Kulpinski, Tommy Lewis, Ilene Ryan, Suzanne Witmer, Jillian Worssam, Dianna Sanchez.

Human Resources

Adjourn:

CERTIFICATION OF POSTING OF NOTICE

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

____________________________________
Lindsay Daley, Clerk of the Board
DATE: August 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Approve the minutes from the Board of Supervisors’ meetings conducted August 15 and August 20, all of 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 August 15 and August 20, all of 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 - AUG 15 MINUTES
3 - AUG 20 MINUTES
OFFICE OF THE COCONINO COUNTY BOARD OF SUPERVISORS

SPECIAL SESSION MINUTES

August 15, 2019

8:00 a.m.
Ardrey Auditorium, Northern Arizona University
1115 S. Knoles Drive, Flagstaff, AZ

Present: Vice Chair Jim Parks, Supervisor Art Babbott, Supervisor Matt Ryan, Supervisor Elizabeth Archuleta.

Absent/Excused: Chairwoman Lena Fowler

Also Present: County Manager James Jayne, Deputy County Manager Lucinda Andreani, Deputy County Attorney Rose Winkeler, Clerk of the Board of Supervisors Lindsay Daley and Deputy Clerk of the Board Valerie Webber and several hundred Coconino County employees.

Special Session:

1. Presentation from Garry Ridge, President of WD-40, and panel discussion regarding organizational renewal and leadership. County Manager

The event started at approximately 9:20 a.m.

County Manager James Jayne welcomed those in attendance and explained what organizational renewal is and explained that the effort is to build a diverse, thriving and healthy organization. He stated that engagement is important. He also talked about the importance of trust within an organization and sharing with each other. Mr. Jayne introduced the presenter Garry Ridge, CEO of WD-40.

Garry Ridge provided information about the history of the WD-40 company. He spoke about the “soul sucking CEO,” which are people in positions of leadership who don’t create an engaging culture. He explained that 67% of people that go to work do not like their job and hate their boss.
He stated that pleasure in job creates perfection in work. He went over the culture and teaching that has been created in the WD-40 company and how it has worked.

Mr. Ridge explained the 4 needs for success: people, purpose, passion and products. He explained that in the WD-40 company they no longer use the word mistake and use the term “learning moment.” He stressed the importance of no lying, no faking or hiding and the need for accountability. He provided examples of why some people fake, hide and lie and that it is ok to admit mistakes as this creates an environment without fear. It is also important to clearly communicate expectations.

Mr. Ridge spoke about the “Maniac Pledge” that they have in the WD-40 organization. He also explained that in applying Maslow’s Hierarchy of Needs to business that the feeling of belonging is very important.

Mr. Ridge explained that within the WD-40 organization they use the term “tribe” to define their community as their community has learners and teachers and teaching is one of the main responsibilities of employees.

Mr. Ridge explained the 10 traits of leadership. 1. Leaders involve their people 2. Leaders are always in servant leadership mode 3. Leaders are expected to be competent. 4. Leaders are connected with a high emotional intelligence. 5. Leaders exercise good judgement. 6. Leaders need to have a strong sense of self-worth. 7. Leaders are champions of hope. 8. Leaders move forward. 9. Leaders do what they say they are going to do. 10. Leaders value the gift of contrarians and feedback. Mr. Ridge shared a story about his mom to stress that feedback is a gift. Mr. Ridge explained that leadership is a balance of being tough minded and tender hearted. He also spoke about what he learned from another leader: have respect for all people, think first and speak last, ask- don’t tell, and be an opener of doors.

Mr. Ridge spoke about the employee opinion survey they have at WD-40 and provided the results from their survey which showed that employees enjoy working there and are engaged.

Mr. Ridge concluded his presentation at 10:48 a.m. and County Manager Jayne thanked him.

There was a short break and raffle drawing.

There was then a panel discussion. The panel members were Administrative Specialist I from the County Treasurer’s Office Cory Robinson, Senior Administrative Manager from Adult Probation Shannon Vieira, Deputy Sheriff Cory Black, Workforce Development Specialist Rose Toehe and WD-40 CEO Garry Ridge.

Mr. Robinson asked Mr. Ridge about finding balance between operational and deliberate efforts. Mr. Ridge explained that it is strategic, no plan is perfect and that the one-year plan feeds into other plans. Mr. Black asked how to deal with people that do not want to change. Mr. Ridge answered that it is important to help people win at work by helping them find happiness and for some employees they may never find that so it may be best they leave. Ms. Vieira asked Mr. Ridge how he obtains alignment with candidates during the recruitment process. Mr. Ridge
explained that it is important to catch people being people and it is good to see how they treat the front desk person.

Mr. Toehe asked Mr. Ridge to explain why the WD-40 organization uses the word “tribe.” Mr. Ridge explained that it honors the traditions of what they know as tribe by mirroring “belonging” and having elders teach those that are new to the organization. Ms. Toehe explained what the word tribe means to those from the Navajo Nation. She explained that it has a negative meaning for those from the Navajo Nation. She is glad that he is using it with a positive message but wanted to make sure he is aware of the information she provided.

Ms. Vieira asked how long Mr. Ridge has been practicing the information he provided. Mr. Ridge explained that he went back to school and started applying what he was learning in leadership. He stated it is important to believe in yourself and take one day at a time. She also asked how they got the term “maniac pledge” for their organization. He explained that it was from a poster of a golfer who was wearing a hat with a shark on it and he thinks of sharks having maniac behavior but pushing through to get to where they need to be.

Mr. Robinson asked if employees engaged quickly in transition within his organization and Mr. Ridge stated they did. Mr. Black asked how the WD-40 organization stays connected when they have offices all over the world. Mr. Ridge explained that the shared values connect them, and he communicates to employees daily. Ms. Toehe asked how long it took to get high percentages on the employee survey. Mr. Ridge answered that they started the survey in 1999 and that it is still a work in progress. He explained that every office is the same size and that it is important not to have a hierarchical work environment.

County Manager Jayne thanked Garry Ridge for coming. He also thanked Deputy County Manager Lucinda Andreani and Supervisor Elizabeth Archuleta for their work in leading the organization in the organizational renewal effort. Mr. Jayne also thanked other County staff.

The discussion ended at 11:36 a.m.
Thursday, August 20, 2019

COCONINO COUNTY BOARD OF SUPERVISORS
SPECIAL SESSION MINUTES

11:00 a.m.
Location: Grand Canyon Conference Room –
Second Floor, 219 E. Cherry Ave., Flagstaff, AZ 86001

Present: Chairwoman Lena Fowler, Vice Chair Jim Parks, Supervisor Elizabeth Archuleta, Supervisor Art Babbott joined the meeting at 11:52 a.m.

Absent: Supervisor Matt Ryan

Also Present: Bob Holmes and Anna Ma from Nexxus Consulting, County Manager James Jayne, Public Affairs Director Eric Peterson, Sheriff Jim Driscoll, Deputy County Manager Lucinda Andreani, Deputy County Manager Marie Peoples, County Attorney William (Bill) Ring, County Assessor Armando Ruiz, Special Initiatives Director Kim Musselman, Executive Assistant-District 3 Gregory Nelson, Economic Development Director Chris Pasterz, Forest Restoration Coordinator Jay Smith, Clerk of the Board Lindsay Daley

Special Session:

1. Discussion and update by Nexxus Consultants regarding advocacy concerns. County Manager/Facilities

Chairwoman Fowler started the meeting at 11:14 a.m. Chairwoman Fowler welcomed those in attendance.

Public Affairs Director Eric Peterson welcomed everyone and stated there will be a tour after the discussion if interested. He also introduced Bob Holmes and Anna Ma with Nexxus Consulting.

Mr. Holmes thanked the Board and others for having him. He provided a federal overview and outlook explaining that the federal budget has to be completed by September 30. He explained there is a Democratic house and Republic senate and they are not working very well together at this time. He also explained that with the recent shootings in El Paso Texas, gun issues will be at the forefront. He also explained that regarding immigration, Congress is still trying to find a path
regarding the issue. Regarding the Surface Transportation bill, the senate has passed a bill out of committee and the house has also produced one. This is where there may be bipartisan consensus. The challenge will be finding a funding mechanism. They will need to find a revenue source, which likely will be a user fee.

Ms. Ma explained that everyone is talking about gun control and climate change has come and gone. She can see the delegation working together on transportation. She stated that Senator McSally and Senator Sinema have been working on this issue. She also stated that Representative Grijalva has been working on climate issues and forest restoration.

County Attorney Bill Ring spoke about the poor condition of I-17 and that it is important to the tourism industry and the County. Mr. Holmes stated that a grant for $90 million has been provided to Arizona Department of Transportation (ADOT) to help improve the conditions north of Black Canyon City. Mr. Ring stated the County is hindered by lack of infrastructure.

Mr. Holmes asked if the County took a position on I-11. They stated no. County Manager Jayne explained that I-11 does not have an impact to Coconino County and explained why I-11 would be bad for the County. He stated that in rural areas, ADOT is not building for the future.

Deputy County Manager Lucinda Andreani spoke about transportation issues holding back the country’s economy. Mr. Holmes explained that this is one of the reasons Congress wants to get the issue resolved. Director Peterson stated a bill has been introduced and Ms. Ma stated they will keep an eye on the bill. Mr. Holmes stated there is no appetite for a gas tax increase so it will likely go to a user fee.

Supervisor Archuleta asked how the Secure Rural Schools (SRS) proposal is doing with creating an endowment fund. Mr. Holmes stated it is not going anywhere but may peak back up next session.

Director Peterson explained there are pressing items for the County such as the Museum Fire and Flood mitigation effort. Mr. Holmes complimented everything the County has done. He stated he has been in contact with Kevin Farmer from Natural Resources Conservation Service (NRCS). He stated he is going to draft a letter for Senator McSally and Congressman O’Halloran to send to NRCS, since they have both agreed to do a letter.

There was a discussion about the local Forest Service representatives stating they have to fund the Burned Area Emergency Response (BAER) team effort, when there was a belief that BAER is usually funded with federal funds. Deputy County Manager Andreani stated that the County is pursuing Resource Advisory Committee funds for work on Bill Williams Mountain. Supervisor Archuleta stated there are dedicated funding sources and BAER projects should not be funded with local monies. There was also a discussion about a need for the federal government to invest in restoration.

Supervisor Art Babbott entered the meeting at 11:52 a.m.

Forest Restoration Coordinator Jay Smith spoke about the Camp Navajo Army Depot and how they are trying to transfer land to the state because the Department of Defense does not allow
private industry to be on the land. They need an 8,000 foot rail spur – they currently have a 4,000 foot rail spur. There will be a bill proposed for this. This may allow industry to move forward.

There was a discussion about economic development in the region. Chairwoman Fowler spoke about the re-employment center being opened for Navajo Generating Station (NGS) employees and 250-300 people were there. Mr. Holmes stated that Congressman O’Halloran has authored a bill that addresses NGS. Director Peterson spoke about what is in the bill.

County Assessor Armando Ruiz spoke about a timing issues that exists and that NGS is shutting down this year; however, the assessment timeline is delayed. He explained that the impacts hit sooner rather than later in regards to the timing and total impact to those jurisdictions. Mr. Holmes stated this should be addressed with Congressman O’Halloran so he can include it in the bill.

There was a discussion regarding forest restoration. Mr. Holmes stated that Senator McSally has introduced a bill regarding this issue and that all of the county’s reforms are in there. He stated that Congressman O’Halloran is getting push back from Pasqual from the eastern counties. Supervisor Babbott explained the provisions of the bill. There was a discussion about our local forest having authorities that they are not using and having the authority done legislatively will make it clear.

There was a discussion about tourism in the area. Mr. Holmes stated that he ran into Dan Smith the Director of Parks and that he wants to stay in touch regarding the north rim issue. Chairwoman Fowler stated she is having a multi-agency meeting with the Navajo Nation, City of Page, concessionaires and law enforcement about the opportunity of keeping the north rim open during the winter. Chairwoman Fowler stated she appreciates the study that was done about keeping the park open on north rim during the winter. She is hearing that Grand Canyon Conservancy is not in favor of this and she is not sure why.

Chairwoman Fowler also provided an update on the Bureau of Land Management (BLM) Wave tourist attraction permitting issue. She stated the BLM got a phone call from the Department of the Interior to change the 20 lotteries to 96 lotteries a day to access the Wave attraction. She explained that the BLM put out a public notice about the proposed change and 85% of the people that commented were opposed to the change. She stated the proposal will go through EIS to complete the process and that Senator McSally has been engaged on this issue. She is scheduling a tour of the attraction.

County Attorney Bill Ring spoke about the federal government having a student loan program; however, because it is so narrow it is not beneficial to a lot of people seeking assistance. He stated the program needs to be amplified. Chairwoman Fowler suggested to Director Peterson that this can be something that is introduced at National Association of Counties (NACo).

County Attorney Bill Ring also spoke about criminal justice reform. He stated there was a wave of interest last year at the state legislature. There have been two Resolutions proposed– one is for the public defenders. He stated part of criminal justice reform is to have robust public defenders and allow justice to be done and that there is also a need for robust probation services.
Deputy County Manager Marie Peoples spoke about the release of inmates convicted on marijuana charges and or the expungement of marijuana offenses. Mr. Holmes stated there is an initiative being proposed with expungement provisions in it.

Supervisor Elizabeth Archuleta left the meeting at 1:00 p.m.
Supervisor Babbott left at 1:06 pm.

Assessor Armando Ruiz spoke about short term rentals. He stated they are hosting a tax conference and organizing a discussion on short-term vacation rentals. They are having trouble finding people from the industry to attend the conference.

Supervisor Parks left the meeting at 1:07 pm

Chairwoman Fowler adjourned the meeting at 1:08 pm.

COCONINO COUNTY BOARD OF SUPERVISORS

______________________________
Lena Fowler, Chair

(Seal)

ATTEST:

______________________________
Lindsay Daley, Clerk of the Board of Supervisors
DATE: August 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Jay Christelman, Community Development Director

SUBJECT: Consideration and possible action to approve an Intergovernmental Agreement between the City of Flagstaff's Community Development Division and the Coconino County's Community Development Department to allow for shared building plan review and inspection services during periods of extreme workload or in the event of a natural disaster. Community Development

RECOMMENDED MOTION:

Approve an Intergovernmental Agreement between the City of Flagstaff's Community Development Division and the Coconino County's Community Development Department to allow for shared building plan review and inspection services during periods of extreme workload or in the event of a natural disaster.

BACKGROUND:

The City and County Community Development departments have been discussing this IGA for several years now as a way to assist each other during times of extreme workload or in the event of a natural disaster. It's also an opportunity for County staff to learn more about multi-family developments.

ALTERNATIVES:

The Board can choose to deny the IGA.

FISCAL IMPACT:

None.

ATTACHMENTS:

1 - Staff Report - 8/28/2019
2 - Supporting Document - IGA - 8/21/2019
INTERGOVERNMENTAL AGREEMENT BETWEEN  
Coconino County and City of Flagstaff  
for Shared Building Plan Review and Inspection Services

This Intergovernmental Agreement (“Agreement”) is made this ____ day of _______ 2019, by and between COCONINO COUNTY, a political subdivision of the State of Arizona, of 219 East Cherry Avenue Flagstaff, Arizona (“County”) and the CITY OF FLAGSTAFF, an Arizona Municipal Corporation with offices at 211 West Aspen Avenue Flagstaff, Arizona (“City”) to authorize the City Community Development Division and the County’s Community Development Department to assist in Shared Building Plan Review and Inspection Services in partnership with one another.

WHEREAS, the County is interested in entering into a shared services agreement with the City to conduct building plan review and inspection services, on an as-needed basis, for development that occurs within the corporate limits of the City; and

WHEREAS, the City is interested in entering into a shared services agreement with the County to conduct building plan review and inspection services, on an as-needed basis, for development that occurs in the unincorporated areas of Coconino County; and

WHEREAS, The City and the County are finding it difficult to recruit and retain qualified Building Plan Review and Inspection staff, due to retirement, turnover, and lack of qualified candidates; and

WHEREAS, both the County and the City think it necessary and vital that a Shared Service Agreement be implemented to be used during disasters or other extreme events that will task individual departments; and

WHEREAS, the City and the County desire to participate jointly in activities that involve building plan review and inspection services based on a need by either entity due to: disaster, extreme work load experiences, lack of manpower experiences, or other.

NOW THEREFORE, pursuant to A.R.S. §11-952, authorizing contracts between public agencies for services or the joint exercise of powers common to both, and A.R.S. §11-863 which allows cities and counties to cooperate with each other for enforcement of such codes or rules and regulations adopted pursuant thereto to protect the health and welfare of its constituents, for and in consideration of the mutual obligations and covenants set forth herein, the parties agree as follows:

I. DURATION; TERMINATION
1. This Agreement shall be effective on the date first set forth above and shall continue in force and effect for a period of five (5) years and upon mutual consent of the parties. The Community Development Directors of the City of Flagstaff and Coconino County
may consent on behalf of the respective parties for extending this Agreement consistent with the language above.

2. This Agreement may be terminated by either party upon thirty (30) days written notice of termination delivered to the other party. This Agreement does not contemplate creation of any requirement of mandatory coverage for either party because of manpower shortages or workloads. It is agreed by both parties that there must be adequate coverage in the jurisdiction called upon for resources. If resources are not available to be shared at the time of the request by either party, there is no obligation to provide such resources on the part of either party.

II. SCOPE OF WORK

1. The City of Flagstaff Community Development Division and the Coconino County Community Development Department provide Building Plan Review and Inspection Services to their respective constituents and use the International Code Council (ICC) Codes as their regulatory documents. The City and County recently adopted the latest versions of these documents.

2. The City is experiencing a high volume of building permits for both commercial and residential projects and is burdened by staff shortages, which results in longer plan review turn-around times. The County is also experiencing a high volume of residential projects, and experiences challenges during scheduled and unscheduled reductions in staffing levels.

3. The County and City wish to share common resources, such as Building Plan Review and Inspection Staff, to supplement their resources during staffing shortages resulting from vacancy, extended absences, and high-volume events. This program shall serve as a cross-training opportunity and provide predictability and consistency for the customers working in both jurisdictions.

4. Coconino County will:
   a. Provide Building Plan Review services for projects submitted to the City of Flagstaff during manpower shortages due to conditions stated above.
   b. Provide Building Inspection services for both commercial and residential projects during manpower shortages due to conditions stated above.
   c. Provide other resources necessary for cross-training of staff and consistent application of the Codes.
   d. Work collaboratively with the City of Flagstaff during future code adoptions.
   e. Assist the City of Flagstaff with the implementation of similar County processes.
   f. Communicate regularly regarding Program quality assurances.
   g. Provide support during natural disasters or other emergencies that jointly affect the City and the County.

5. City of Flagstaff will:
   a. Provide Building Plan Review services for projects submitted to the County during manpower shortages due to conditions stated above.
   b. Provide Building Inspection services for both commercial and residential projects during manpower shortages due to conditions stated above.
c. Provide other resources necessary for cross-training of staff and consistent application of the Codes.
d. Work collaboratively with the County during future code adoptions.
e. Assist the County with the implementation of similar City of Flagstaff processes.
f. Communicate regularly regarding Program quality assurances.
g. Provide support during natural disasters or other emergencies that jointly affect the City and the County.

6. The process by which the City and County will share common resources to complete building plan review and inspection services is described in more detail in Exhibit 1, attached hereto (Building Plan Review and Inspection Processes).

III. RECORD KEEPING

1. Both Parties agree to prepare, document and share all building plan review and inspection records that are applicable to each Party’s respective record keeping processes.
2. Both parties agree to fully document any case that involves a job site conflict, stop work order, or other event that may result in a customer complaint and immediately notify the Building Official of the applicable jurisdiction.
3. The Building Official of the applicable jurisdiction shall issue all notices, correspondences, certificates of occupancy and other material that pertains to their jurisdiction.

IV. NO JOINT EMPLOYMENT

It is understood and agreed by both Parties that no employee of either Party shall be deemed to be an employee of the other party due to this Agreement. Moreover, this Agreement shall not be construed as creating any joint employment between the City and County.

V. CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. § 38-511, the City or the County may cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of a Party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of another Party of the Agreement in any capacity or as a consultant to the other Party of the Agreement with respect to the subject matter of this Agreement.

VII. INSURANCE

The County and the City shall each maintain sufficient liability insurance to cover each party’s respective activities associated with this Agreement.

VIII. INDEMNIFICATION

Each party (as “Indemnitor”) agrees to indemnify, defend and hold harmless the other party (as “Indemnity”) for, from and against any claims, losses, liability, costs or expenses, including reasonable attorney fees, (hereinafter collectively referred to as (“Claims”) arising out of this
Agreement, but only to the extent that such Claims which result in vicarious or derivative liability to the Indemnity are caused by act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

**IX. NOTICES**

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

**COUNTY:**
Community Development  
Attn: Coconino County Building official  
2500 N. Fort Valley Rd. Bldg. 1  
Flagstaff, AZ 86001

**CITY:**
Community Development  
Attn: Amy Palmer  
211 W. Aspen Ave.  
Flagstaff, AZ 86001

**X. AUTHORITY TO CONTRACT**

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

**XI. GOVERNING LAW**

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

**XII. DISPUTE RESOLUTION**

Either party shall have the right to litigate any disputes which arise under this Agreement. In the event any action at law or in equity is instituted between the parties relating to this Agreement, the prevailing party in the action will be entitled to its costs including reasonable attorneys’ fees and court costs from the non-prevailing party.

**XIII. INTEGRATION; MODIFICATION**

Each Party acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the Parties' entire agreement with respect to the matters addressed in this document. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement. This Agreement may be modified or amended only by written agreement signed by or for both Parties and recorded by the County Recorder, and any modification or amendment will become
effective on the date so specified, but no earlier than the date of the recording by the County Recorder.

XIV. SEVERABILITY
If a court of competent jurisdiction shall hold any part or provision of this Agreement void or if no effect, the remaining provisions of this Agreement shall remain in full force and effect.

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

City of Flagstaff  Coconino County

____________________________  ______________________________
Coral Evans, Mayor  Lena Fowler, Chair
Board of Supervisors

Attest:  Attest:

____________________________  ______________________________
City Clerk  Clerk of the Board

Approved as to form:  Approved as to form:

____________________________  ______________________________
City Attorney  County Attorney
DATE: August 29, 2019

TO: Honorable Chair and Members of the Board

FROM: William P. Ring, Coconino County Attorney

SUBJECT: Consideration and possible action regarding a request to approve FY19 additional spending authority of County Attorney special revenue funds in the amount of $67,142.05.

RECOMMENDED MOTION:

Approve FY19 additional spending of County Attorney special revenue funds in the amount of $67,142.05.

BACKGROUND:

The County Attorney's Office receives revenue from surcharges on fines, fees, and penalties in two special revenue funds, the Criminal Justice Enhancement Fund (CJEF) and the State Aid to County Attorney's Fund/Fill the Gap Program (SACAF/FTG). Per statute, the County Attorney's Office may use these funds to enhance prosecutorial efforts (CJEF) and for the processing of criminal cases (SACAF/FTG).

In FY19, we spent an additional $62,923.88 in CJEF funds to enhance prosecutorial efforts. We purchased new PCs and laptops for the staff and attorneys in the Felony Unit. The new hardware was needed for the implementation of the new Karpel case management system. We also used special revenue funds to hire a temp FTE as a Media Redaction Specialist. The sole focus of this position is to review the high volume of body cam and other video we receive and to redact victims' personal info prior to disclosure to defense counsel.

In FY19, we spent an additional $4,218.17 from the SACAF/FTG fund to cover payroll expenses for criminal case processing.

ALTERNATIVES:

There is no alternative; we expended all FY19 general funds and will to use special revenue funds to supplement our budget.
FISCAL IMPACT:

The approval of this request will reduce the fund balances for the CJEF and SACAF special revenue funds. There is no impact to the general fund.

ATTACHMENTS:

1 - Staff Report
2 - A.R.S. STATUTE 41-2409
41-2409. **State aid; administration**

A. The Arizona criminal justice commission shall administer the state aid to county attorneys fund established by section 11-539. By September 1 of each year, the commission shall distribute monies in the fund to each county according to the following composite index formula:

1. The three year average of the total felony filings in the superior court in the county, divided by the statewide three year average of the total felony filings in the superior court.

2. The county population, as adopted by the department of economic security, divided by the statewide population, as adopted by the department of economic security.

3. The sum of paragraphs 1 and 2 divided by two equals the composite index.

4. The composite index for each county shall be used as the multiplier against the total funds appropriated from the state general fund and other monies distributed to the fund pursuant to section 41-2421.

B. The board of supervisors in each county shall separately account for the monies transmitted pursuant to subsection A of this section and may expend these monies only for the purposes specified in section 11-539. The county treasurer shall invest these monies and interest earned shall be expended only for the purposes specified in section 11-539.

C. The Arizona criminal justice commission shall administer the state aid to indigent defense fund established by section 11-588. By September 1 of each fiscal year, the commission shall distribute monies in the fund to each county according to the following composite index formula:

1. The three year average of the total felony filings in the superior court in the county divided by the statewide three year average of the total felony filings in the superior court.

2. The county population, as adopted by the department of economic security, divided by the statewide population, as adopted by the department of economic security.
3. The sum of paragraphs 1 and 2 divided by two equals the composite index.

4. The composite index for each county shall be used as the multiplier against the total funds appropriated from the state general fund and other monies distributed to the fund pursuant to section 41-2421.

D. The board of supervisors shall separately account for the monies transmitted pursuant to subsection C of this section and may expend these monies only for the purposes specified in section 11-588. The county treasurer shall invest these monies and interest earned shall be expended only for the purposes specified in section 11-588.

E. By January 8, 2001 and by January 8 each year thereafter, the commission shall report to each county board of supervisors, the governor, the legislature, the joint legislative budget committee, the chief justice of the supreme court and the attorney general on the expenditure of the monies in the state aid to county attorneys fund and the state aid to indigent defense fund for the prior fiscal year and on the progress made in achieving the goal of improved criminal case processing.
DATE: August 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Patty Hansen, Coconino County Recorder

SUBJECT: Consideration and possible action to approve an Intergovernmental Agreement (IGA) to provide Election Services for the Page Hospital District for the November 5, 2019 Special Election.

RECOMMENDED MOTION:

Approve Intergovernmental Agreement (IGA) to provide Election Services for the Page Hospital District for the November 5, 2019 Special Election.

BACKGROUND:

IGAs for election services are established between Coconino County and the Page Hospital District for the November 5, 2019 Special Election, in accordance with ARS §16-408 D. The governing body of any election district authorized to conduct an election may contract with the Board of Supervisors and County Recorder for election services.

ALTERNATIVES:

Board approval is required under election state statutes.

FISCAL IMPACT:

The contracted cost of such elections shall be a charge against the election district according to the adopted fee schedule.

ATTACHMENTS:

1 - Staff Report
2 - PAGE HOSPITAL DISTRICT
INTERGOVERNMENTAL AGREEMENT
for
BALLOT-BY-MAIL ELECTION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”), is made on this __25th____ day of
____June________, 2019, by and between COCONINO COUNTY, a political subdivision of the State of Arizona
by and through its duly elected BOARD OF SUPERVISORS and RECORDER (collectively the “COUNTY”),
with offices located at 219 E. Cherry Ave., Flagstaff AZ 86001, and Page Hospital District
(a political subdivision of the State of Arizona by and through its duly elected with offices
located at, the “JURISDICTION”), pursuant to their authority under Arizona Revised Statutes § 11-952.

WHEREAS, pursuant to A.R.S. § 16-408 (D) the governing body of any election district authorized to conduct
an election may enter into an agreement with a County Board of Supervisors and County Recorder for election
services with the contracted cost of such special elections to be a charge against the election district; and,

WHEREAS, pursuant to A.R.S. §§ 16-409 and 16-558, cities, towns, school districts, and special districts are
authorized to conduct elections by mail ballot, herein referred to as a “ballot-by-mail election”; and,

WHEREAS, The COUNTY is willing to provide election services to election districts wishing to conduct ballot-
by-mail elections; and

WHEREAS, the JURISDICTION has called an election pursuant to Arizona Revised Statutes Title 16; and

WHEREAS, the JURISDICTION wishes to enter into an agreement with the COUNTY for the provision of
ballot-by-mail election services subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth below, the COUNTY
and JURISDICTION agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date services are rendered by the County
and shall continue in full force and effect until December 31, 2019 unless terminated as provided herein.

2. Termination

   a. Unilateral Termination. This Agreement may be terminated with or without cause by either Party upon
      30 days written notice to the other Party of intent to terminate; provided, however, that the Agreement
      may not be unilaterally terminated by either party within 90 days of the date of an election for which the
      COUNTY would otherwise be providing services pursuant to this Agreement.

   b. Termination by Mutual Agreement. This Agreement may be terminated at any time by mutual
      agreement of the Parties.

   c. Termination for Breach. In the event of a breach of any term or condition of this agreement, the Party
      claiming breach shall provide written notice to the other Party specifying the factual basis for the claim
that a breach has occurred. If the breach is not remedied within fifteen (15) days of receipt of notice by the Breaching Party, the Non-breaching Party may terminate this Agreement without further notice.

The Parties agree that the failure to complete a task by its designated deadline as contained in the Elections Task Schedule attached to this Agreement as Exhibit 1 and incorporated herein by reference, may be a breach of this Agreement. In the event of such a breach, the Non-breaching Party may provide notice to the Breaching Party immediately terminating the Agreement.

The Parties agree that the failure to complete a task by its designated deadline as contained in the Elections Task Schedule attached to this Agreement as Exhibit 1 and incorporated herein by reference, may be a breach of this Agreement. In the event of such a breach, the Party claiming breach shall provide written notice to the other Party demanding completion of the task within three (3) days. If the breach is not remedied within three (3) days of receipt of notice by the Breaching Party, the Non-breaching Party may terminate this Agreement without further notice.

d. **Property Disposition.** Any property purchased by either Party to fulfill its obligations under this Agreement shall remain the property of the purchasing Party upon termination of the Agreement.

3. **Provision of Election Services.** The COUNTY hereby agrees to provide election services to the JURISDICTION for all consolidated election dates during the effective term of this Agreement. The Agreement shall apply to all categories of elections including, but not limited to primaries, general elections, special elections, bond elections and override elections. Services to be provided by the COUNTY, and those that remain the responsibility of the JURISDICTION, are set forth in Exhibit 1.

4. **Limitation on Eligible Elections.** It is understood and agreed that the services to be provided pursuant to this Agreement shall be provided exclusively for ballot-by-mail elections when such method of conducting an election is authorized by Arizona law.

5. **Compensation.** The JURISDICTION shall compensate the COUNTY for election services provided pursuant to this Agreement in accordance with the fees set forth in the Election Fee Schedule attached to this Agreement as Exhibit 2, incorporated herein by reference. The COUNTY reserves the right to adjust election-service fees at any time during the effective term of this Agreement upon written notice to the JURISDICTION. The COUNTY will issue an invoice to JURISDICTION at the end of the election and the JURISDICTION will pay such invoices within thirty (30) days after receipt of an invoice.

6. **Additional Responsibilities.** While the COUNTY will use its best efforts to provide election services pursuant to this Agreement in a capable and competent manner, it shall ultimately be the responsibility of the JURISDICTION to confirm that all legal requirements have been met and that all other activities related to a given election are carried out as required. The COUNTY will provide to the JURISDICTION in advance all forms, schedules, documents and other information pertaining to each election conducted pursuant to this Agreement for the JURISDICTION’s review and approval. The JURISDICTION shall provide to the COUNTY all informational materials or other election-related documents generated by the JURISDICTION for review and comment by the COUNTY prior to the distribution of such materials or documents.

7. **Mutual Indemnification.** The JURISDICTION hereby agrees to save, hold harmless and indemnify the COUNTY, its officers, employees and agents from any and all claims, lawsuits, judgments or other costs arising
out of JURISDICTION’S performance pursuant to this Agreement. The COUNTY hereby agrees to save, hold harmless and indemnify the JURISDICTION, its officers, employees and agents from any and all claims, lawsuits, judgments or other costs arising out of COUNTY’S performance pursuant to this Agreement.

8. Contact Information. Communications regarding services provided pursuant to this Agreement shall be directed to the following:

COUNTY:  
Patty Hansen  
Coconino County Recorder  
110 E Cherry Ave  
Flagstaff, AZ 86001  
Phone: (928) 679-7860  
Fax: (928) 679-7860  
E-mail: phansen@coconino.az.gov

JURISDICTION:  
Contact George Watson  
Mailing Address: P.O. Box 2331  
                             Page, AZ 86040  
Phone: 928-640-1988  
Fax: 928-645-3549  
E-mail: watson.george3@gmail.com

9. Conflict of Interest. This Agreement is subject to the ARS § 38-511 pertaining to conflicts of interest, the pertinent provisions of which are incorporated by reference herein.

10. Amendments and Entirety of Agreement. This Agreement together with the attached exhibits referenced herein constitutes the entire Agreement between the Parties relating to Election Services for Ballot-by-Mail elections. This Agreement may be modified and/or amended only if in writing and approved by the governing boards and legal counsel for each Party.

11. Dispute Resolution. If a dispute arises out of this Agreement, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation using the Alternative Dispute Resolution program of the Coconino County Superior Court. Each Party agrees to bear its own costs in mediation.

JURISDICTION  
George Watson  
(Signature of Authorized Agent)

COUNTY  
Patty Hansen  
County Recorder

Chairman  
(Lena Fowler, Chairwoman  
Board of Supervisors

ATTEST:  
Clerk of the Board of Supervisors
Exhibit 1

**BALLOT-BY-MAIL ELECTION SERVICES AGREEMENT**

**ELECTIONS TASK SCHEDULE**

Responsibilities for the conduct of elections pursuant to the Coconino County Ballot-by-Mail Services Agreement are allocated as follows:

<table>
<thead>
<tr>
<th>TASK</th>
<th>TO BE PERFORMED BY:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Call of Election</td>
<td>COUNTY X **</td>
</tr>
<tr>
<td>Legal Advertising, Notices, etc. (also, non-resident voters)</td>
<td>COUNTY X **</td>
</tr>
<tr>
<td>Information Pamphlet (If needed)</td>
<td>COUNTY X</td>
</tr>
<tr>
<td>Contact Printer; Order ballots or labels</td>
<td></td>
</tr>
<tr>
<td>Provide official ballot language at least 100 days prior to election (Including Spanish translation)</td>
<td>COUNTY X**</td>
</tr>
<tr>
<td>Final Approval on ballot proof within 48 hours of submittal (County needs copy of approval)</td>
<td>COUNTY X***</td>
</tr>
<tr>
<td>Logic &amp; Accuracy (L&amp;A) Test notice to the newspaper</td>
<td>COUNTY X</td>
</tr>
<tr>
<td>Perform L&amp;A testing (Representative of Jurisdiction may be present)</td>
<td>COUNTY X</td>
</tr>
<tr>
<td>Mailing of Ballots (Ballots will be mailed to all qualified electors beginning within the allowed statutory time period A.R.S. 16-558.01)</td>
<td>COUNTY X</td>
</tr>
<tr>
<td>Processing and tabulation of ballots</td>
<td>COUNTY X</td>
</tr>
<tr>
<td>Providing Replacement Ballots</td>
<td>COUNTY X****</td>
</tr>
<tr>
<td>Signature Verification -  Signature Verification - Ballot affidavit signature comparison</td>
<td>COUNTY X</td>
</tr>
<tr>
<td>Signature Verification -  Signature Verification - Provisional ballots</td>
<td>COUNTY X</td>
</tr>
<tr>
<td>Submit final election results to the appropriate authority for canvassing the election results.</td>
<td>COUNTY X</td>
</tr>
</tbody>
</table>
Upon completion of the canvass, request the Clerk of the Board of Supervisors or the officer in charge of the election to prepare and issue the Certificates of Election.

If a change in taxing district boundaries occurs, notify the Department of Revenue by November 1 pursuant to ARS §42-17257.

** For a countywide election, the County is responsible for this task.

** The County can provide Spanish language translation if the jurisdiction is unable to do so. The county will bill the jurisdiction the actual cost for these services. The deadline to send the county the final ballot language to be translated is 100 days prior to the election.

*** For a countywide election, jurisdiction is only responsible for proofing their portion of the ballot. The jurisdiction must sign off within 48 hours of receiving the proof. Final ballot language submitted by the jurisdiction must be received at least 100 days prior to the election. Any changes made by the jurisdiction after this date will not be accepted unless there is an error or omission made by the county.

**** For jurisdiction election, the County may provide replacement ballots for persons wishing to obtain a replacement ballot in-person at agreed upon location(s) within the geographic boundaries of the jurisdiction.

PERFORMANCE OF TASKS AS OUTLINED ABOVE MAY HAVE SIGNIFICANT IMPACTS ON THE CONDUCT OF AN ELECTION AND MAY HAVE SIGNIFICANT LEGAL CONSEQUENCES AS WELL. PARTICIPATING JURISDICTIONS ARE ADVISED TO:

1. CAREFULLY REVIEW THE ALLOCATION OF TASKS AND TO DIRECT ANY QUESTIONS TO THE COCONINO COUNTY ELECTIONS DEPARTMENT.

2. MAINTAIN CLOSE CONTACT WITH THE COCONINO COUNTY ELECTIONS DEPARTMENT PRIOR TO, DURING AND AFTER ELECTIONS.

3. REFER ANY QUESTIONS REGARDING ELECTION-RELATED LEGAL ISSUES TO THE JURISDICTION’S LEGAL COUNSEL.
BALLOT-BY-MAIL ELECTION SERVICES AGREEMENT
ELECTIONS FEE SCHEDULE

The following fees will apply to elections conducted by Coconino County.

* $2.50/per registered voter

* Actual cost of Native American Voter Outreach activities & services (if applicable)

* Actual cost of Spanish translation of ballot language (if applicable)
DATE: August 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Thomas Pristow, Health and Human Services Director

SUBJECT: Consideration and possible action to approve a five-year Intergovernmental Agreement (IGA) between Arizona State University and Coconino County Health and Human Services Medical Examiner in order to understand risk factors for intimate partner homicide by providing accurate and comprehensive and objective data regarding violent deaths.

RECOMMENDED MOTION:

Consideration and possible action to approve a five-year Intergovernmental Agreement (IGA) between Arizona State University and Coconino County Health and Human Services Medical Examiner in order to understand risk factors for intimate partner homicide by providing accurate and comprehensive and objective data regarding violent deaths.

BACKGROUND:

It is estimated that 25% of women will experience severe violence at the hands of an intimate partner.

The Arizona State University School of Social Work has been examining this issue for several years. Recently, they requested Coconino County Medical Examiner data to enhance their study’s representation of the issue.

In Coconino County, several case per year fall into this category.

The IGA will allow Coconino County Medical Examiner Office to provide ASU with preliminary investigative reports, toxicology reports, autopsy reports, and related materials for closed cases with a homicide manner of death. Certain cases with an undetermined manner of death may also be provided.

Both parties have designed strict data sharing protocols to protect privacy and unauthorized access.
ALTERNATIVES:

The Board could choose to not approve the IGA in which case Coconino County would not be a part of this state-wide study.

FISCAL IMPACT:

There is no financial impact associated with this IGA. It is a data sharing IGA only.

ATTACHMENTS:

1 - Staff Report
2 - ASU - MEDICAL EXAMINER HOMICIDE STUDY IGA
Intergovernmental Agreement (IGA) for Data Sharing
Between
Arizona Board of Regents for and on behalf of Arizona State University
And Coconino County Health and Human Services

This Intergovernmental Agreement ("IGA" or "Agreement") for Data Sharing No. DUA00000250 is entered into as of the last signature date herein (the "Effective Date"), pursuant to A.R.S. §§11-951 et seq., between Coconino County Health and Human Services ("HEALTH AND HUMAN SERVICES") and the Arizona Board of Regents for and on behalf of Arizona State University ("ASU"), which shall be collectively referred to as the Parties and each individually as a Party.

1. PURPOSE OF THE AGREEMENT:

This Agreement establishes the basis for the HEALTH AND HUMAN SERVICES to share with ASU information contained in its records on violent deaths occurring in Coconino County, Arizona. The records will be used for the purpose of contributing to understanding risk factors for intimate partner homicide in Arizona by providing accurate, comprehensive, and objective information regarding violent deaths.

The sharing of such records data will be in accordance with the terms and conditions stated in this Agreement and predicated on the mutual assurance that all unique identifiers in these data will be protected and kept strictly confidential.

2. TERM OF THE AGREEMENT:

The term of this Agreement shall become effective upon the last date of signature herein and shall remain in effect for a period of five (5) years unless otherwise terminated or canceled as provided herein. By mutual written amendment, this Agreement may be extended by the Parties.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.

3. TERMINATION OR AMENDMENT:

Each party shall have the right to terminate this Agreement by mailing the other party written notice of termination by certified mail, return receipt requested, at least thirty (30) days prior to the termination date. This Agreement may be modified at any time by mutual written amendment signed by the authorized representative of the respective parties.

4. CONFIDENTIALITY:

A. Any information that may be exchanged through this Agreement shall not be used for purposes other than those covered in the Section 15 Scope of Work without prior approval of all parties to this Agreement.

B. Neither medical information nor personally identifying information that may be exchanged through this Agreement shall be made available for any political or
commercial purpose, nor shall such information be used as a basis for determining eligibility for care or source of payment for care to any individual.

5. PUBLIC RECORDS:

Notwithstanding any other provision of this Agreement, the Parties acknowledge that they are subject to A.R.S. 39-121 through 39-128 regarding public records. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of Arizona law.

All reports of the medical examiner are subject to additional protections provided for by ARS § 11-597.02 and Schoeneweis v Hamner, 223 Ariz. 169, 221 P.3d 48 (App. 2009). ASU shall not disclose reports originating from the medical examiner. ASU shall direct all individuals making a request for medical examiner reports in ASU’s possession to the Health and Human Services for such reports.

6. APPLICABLE LAW:

Arizona Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

7. COMPLIANCE WITH FEDERAL LAWS:

The parties warrant that they are in compliance with all State and Federal laws.

8. CONFLICT OF INTEREST:

Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three (3) years after its execution, cancel any Agreement, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the Agreement or any extension of 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 Agreement with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when Arizona State University or Health and Human Services receives written notice of the cancellation unless the notice specifies a later time.

9. ARBITRATION:

The parties to this Agreement agree to resolve disputes arising out of or relating to this Agreement, after exhausting applicable administrative review, through arbitration only to that extent as would be required by A.R.S. §12-1518.

10. FUNDING:

This Agreement is not an obligation of or a commitment of funds, or a basis for a transfer of funds, but rather a statement of agreement between the Parties concerning the sharing and use of information related to the purposes of this Agreement. Expenditures by each party are subject to that party’s budgetary processes and to the availability of funds and resources.
pursuant to applicable laws, regulations, and policies of the respective parties.

11. RELATIONSHIP:

Nothing in this Agreement shall make any ASU employee or HEALTH AND HUMAN SERVICES employee an agent or employee of the other party to this Agreement.

12. INSURANCE:

Health and Human Services and Arizona State University are self-insured for liability per A.R.S. § 41-621.

13. INDEMNIFICATION:

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

14. BACKGROUND:

ASU is conducting a research study entitled “An examination of risk factors for intimate partner homicide in Arizona” (“research project”) under the direction of Jill Messing, MSW, PhD, Associate Professor (“ASU Researcher”). The purpose of this study is to gather data on risk factors for intimate partner homicide in Arizona, replicating and expanding upon previous research and providing needed information about the prevalence and risk factors for intimate partner homicide in Arizona. This project will accomplish the following goals: (1) Develop an accurate count of intimate partner homicides in Arizona; (2) Better understand the risk factors for homicide, particularly those that are novel and/or specific to Arizona; and (3) Examine homicides among marginalized populations (e.g., immigrants, LGBTQ individuals, those living in rural areas, Native Americans).

15. SCOPE OF WORK:

A. HEALTH AND HUMAN SERVICES agrees to provide ASU with the following records (Data records):

   i. Preliminary Investigative Reports (PIR), Autopsy Reports, Toxicology Reports for closed cases with a “homicide” manner of death. Certain cases with an “undetermined” manner of death may also be provided.

      a) These reports will be made available to ASU from January 1, 2016 and forward.

      b) These reports will be made available to ASU through an in-person transfer of data (in both electronic and paper formats) of all available records from January 1, 2016. Following the transfer of these records,
closed homicide and/or undetermined records will be forwarded, encrypted or in any other similarly secured matter to ASU electronically or retrieved in person, regularly until such time as ASU indicates they have received a sufficient number of records for this research.

c) ASU understands and agrees that HEALTH AND HUMAN SERVICES’ reserves the right to restrict and/or withhold access to any and all such reports and records which, in HEALTH AND HUMAN SERVICES’ sole discretion, is necessary and otherwise appropriate in order to comply with the Arizona Court of Appeals’ most recent decision in Schoeneweis v Hamner, 223 Ariz. 169, 221 P.3d 48 (App. 2009) and ARS § 11-597.02.

d) ASU understands and agrees that HEALTH AND HUMAN SERVICES shall not provide ASU with access to any preliminary investigative reports, autopsy reports, and toxicology reports for any death investigation that has not been formally closed by HEALTH AND HUMAN SERVICES, but that remains open and pending for any reason in the sole discretion of HEALTH AND HUMAN SERVICES. In addition, photos, images, x-rays and/or video depicting human remains shall not be provided, unless permitted under A.R.S. § 11-597.02.

ii. For the sole purpose of executing this Agreement, it is understood that at least 95% of these reports are available within 180 days of death and are then ready to be shared with ASU. ASU understands and agrees that the noted 95% within 180 days is subject to caseload and availability of pathologists to complete these cases within the timeframe stated and is subject to change in the sole discretion of the HEALTH AND HUMAN SERVICES.

B. ASU agrees to provide or continue to provide the HEALTH AND HUMAN SERVICE with:

i. A description of the security measures that are in place to maintain the confidentiality of the Data records being received. These measures at a minimum should follow the recommendations for the "Security Considerations for Applicants" prepared by the Human Subjects Review Board of the Arizona Department of Health Services. See Exhibit A for Initial Security Protocol.

ii. Analytical support for matters related to data collected as part of this research project. This support will be agreed to on an ad hoc basis between the Parties.

iii. HEALTH AND HUMAN SERVICES case numbers which ASU indicates involve intimate partner homicide.

iv. A template letter and/or telephone call script with language agreed to by both Parties that will be used by ASU for ASU’s sole purpose of contacting the next of kin in asking for their assistance in providing information for this research.

v. As needed, supplies for making telephone calls or mailing letters, including paper and postage.
C. Confidential Information:

i. The Parties agree to provide information following a mutually agreeable format. All confidential information in the Data records furnished shall be marked confidential if disclosed in written or other tangible form, or if disclosed orally or visually, identified as confidential at the time of disclosure and reduced to writing and marked confidential and transmitted to the receiving party within thirty (30) days of the initial disclosure.

ii. Without HEALTH AND HUMAN SERVICES prior written approval, ASU will not use, or disclose to any third party, confidential information contained in the Data records of HEALTH AND HUMAN SERVICES in any manner whatsoever except for the "Purpose" stated in Section 1 and will require that its employees and agents, and third parties, who have access to such confidential information maintain the same in strict confidence after the termination of this Agreement; provided that ASU's obligations hereunder shall not apply to information that was already known to the receiving party prior to the time of first disclosure, as demonstrated by contemporaneous, written documentation; or

   a) At the time of disclosure is in the public domain, or after the date of the disclosure, lawfully becomes a part of the public domain other than through breach of this Agreement by the receiving party; or

   b) Is received without any obligation of confidentiality from a third party having a legal right to disclose the same; or

   c) Is independently developed by the receiving party by individuals without access to such information, as demonstrated by contemporaneous, written documentation; or

   d) Is required to be disclosed by the receiving party pursuant to a legally enforceable order, subpoena, or other regulation ("ORDER"), provided, however, that the receiving party promptly notifies the disclosing party in advance of such disclosure and discloses only that INFORMATION necessary to comply with said ORDER.

D. Data Rights and Protection:

i. ASU agrees to carefully restrict use and access of information to those persons designated by ASU and agrees that HEALTH AND HUMAN SERVICES retains ownership of its Data. Data provided by HEALTH AND HUMAN SERVICES for review by ASU are for the use of the research project only and no copies may be made of such records to provide to other individuals or entities, or for any other purposes. ASU may not release, store, save, disseminate or otherwise use Data in any manner or form that is not authorized in this Agreement. Notwithstanding the forgoing, ASU shall be permitted to freely publish, without prior HEALTH AND HUMAN SERVICES written approval, Data in aggregate form with no identifiers.

ii. ASU agrees that it is responsible for safely maintaining the integrity and
confidentiality of HEALTH AND HUMAN SERVICES’ data received or under its control as a result of the Agreement. ASU will immediately notify HEALTH AND HUMAN SERVICES upon discovery of a breach of the Data and will take affirmative action to terminate, minimize, and resolve the breach. Such action on the part of ASU would include notifying interested parties impacted by the breach as may be required and as identified by HEALTH AND HUMAN SERVICES. HEALTH AND HUMAN SERVICES agrees to provide assistance to ASU in its data breach resolution activities as may be needed.

iii. ASU shall prohibit identifying information about a person that was supplied under the terms of this Agreement from being released to anyone not working on the research project.

iv. ASU shall require all officers, agents and employees to keep all such shared confidential information strictly confidential as set forth in Section 15C. To communicate the requirements for this section to all officers, agents and employees, to discipline all persons who may violate the requirements of this section and to notify the originating party in writing within forty-eight (48) hours of any violation and corrective actions to be taken.

16. AUTHORITY:

A. This Agreement does not imply authority to perform any tasks, or acceptance responsibility, not expressly stated in this Agreement.

B. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in the Agreement.

17. SECTION HEADINGS:

Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

18. NOTICES, CORRESPONDENCE, AND REPORTS:

Notices, correspondence, and reports shall be sent to:

**COCONINO COUNTY**
Health and Human Services
Attn: HHS Director
2625 N. King Street
Flagstaff, AZ  86004
Email: tpristow@coconino.az.gov
Phone: 928-679-7455

Copy:
Coconino County Attorney’s Office
Attn: Civil Division
110 E. Cherry Avenue
Flagstaff, AZ  86001
Phone: 9285-679-8200

**ASU**
Office for Research & Sponsored Projects
Arizona State University
PO Box 876011
Tempe AZ  85287-6011
Email: asu.awards@asu.edu
Phone: 480-965-1427

Copy: Jill Messing
School of Social Work
Arizona State University
411 N Central Ave, Suite 800
Phoenix AZ 85004
Phone: 602-496-1193
Email: Jill.Messing@asu.edu
SIGNATURE APPROVALS:

COCONINO COUNTY HEALTH AND HUMAN SERVICES

By:__________________________________ (DATE)
    Lena Fowler, Chair
    Board of Supervisors

APPROVED AS TO FORM

By:__________________________________
    Yvonne Vieau
    Deputy County Attorney

By:__________________________________ (DATE)
    Lindsay Daley
    Clerk of the Board

ATTEST

ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY

By:__________________________________ (DATE)

APPROVED AS TO FORM

By:__________________________________ (DATE)
EXHIBIT A

INITIAL SECURITY PROTOCOL:

1. ASU has an approved Institutional Review Board ("IRB") protocol for the research project. A copy of that approval is attached for your information. A summary of the data security measures from the approved IRB application follows:
   a. Hard copy data (e.g., CD-ROM, paper copies etc.) will be kept in a locked file cabinet in Dr. Jill Messing’s ASU office.
   b. Electronic data will be kept on password protected laptop(s) of study investigators (Drs. Messing and Pizarro-Terrill) and research assistants. Research assistants will enter de-identified data into Qualtrics, a secure survey interface, for analysis.
   c. We are able to de-identify all case file information upon receipt, assign a randomly generated case number to each case, and develop a key that would connect offender/victim names to the case number. The key would then be kept separately from the de-identified data (on a password protected computer and/or in a locked filing cabinet). This is not currently part of our IRB procedures, but we are happy to take this addition step.
   d. Identifiable data will be stored for five years from the receipt of the data, unless an extension for data use is granted by the ASU IRB.
   e. The researchers have been trained on ASU’s human subject research practices and have completed human subjects training.

Results from the analyses of data collected will always be presented in an aggregate basis (i.e., percentages, coefficients etc.). As result, it will not be possible to identify victims and offenders based on the study findings
DATE: August 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Erika Philpot, Human Resources Director

SUBJECT: Consideration and possible action regarding approval of the Appointment and Employment Contract for Mr. James Jayne to serve as County Manager and, authorize Chairwoman Lena Fowler to sign the contract retroactive to July 2, 2019.

RECOMMENDED MOTION:

Approve the Appointment and Employment Contract for Mr. James Jayne to serve as County Manager and, authorize Chairwoman Lena Fowler to sign the contract retroactive to July 2, 2019.

BACKGROUND:

The Board of Supervisors appointed Mr. Jayne as the interim County Manager in January 2018 and subsequently as County Manager, with appointment action effective July 2, 2018.

The Board of Supervisors recently completed Mr. Jayne's annual performance evaluation and as a result, a new employment agreement was agreed upon by both Mr. Jayne and the Board. The terms of the new agreement provide for an employment period of two (2) years, commencing July 2, 2019.

ALTERNATIVES:

The Board could decide not to renew or to modify the terms of the employment contract with Mr. Jayne.

FISCAL IMPACT:

The compensation package for this position has been budgeted in the County Manager's Office departmental budget.
ATTACHMENTS:

1 - Staff Report
COUNTY MANAGER EMPLOYMENT AGREEMENT

BETWEEN

COCONINO COUNTY BOARD OF SUPERVISORS

AND

JAMES JAYNE

THIS AGREEMENT is entered into by and between Coconino County, a political subdivision of the State of Arizona, hereinafter called Employer, and James Jayne, hereinafter called Employee.

WITNESSETH:

WHEREAS, Employer desires to employ the services of James Jayne as County Manager of Coconino County, said position hereinafter referred to as “Manager,” pursuant to the terms of Coconino County policies, ordinances, and resolutions, and all statutes, laws, and constitutional provisions of the State of Arizona that are applicable to the position of Manager; and,

WHEREAS, it is the desire of Coconino County to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and,

WHEREAS, it is the desire of Coconino County to: (1) secure and retain the services of Employee and to provide inducement for the employee to remain in such employment; (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; (3) to act as a deterrent against malfeasance of dishonesty for personal gain on the part of the Employee; and, (4) to provide a just means for terminating Employee’s services at such time as he may be unable fully to discharge his duties or when Employer may otherwise desire to terminate his employ; and,

WHEREAS, Employee desires to accept employment as Manager of Coconino County in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties.

Employer agrees to employ said Employee as Manager of Employer and said Employee agrees to accept the appointment as Manager for Coconino County, to perform
the functions and duties as directed by the duly elected Board of Supervisors in
conformance with federal law and the laws of the State of Arizona.

Section 2. Term.

A. The term of this agreement shall commence on the 2nd of July, 2019,
pending approval of the Board of Supervisors, and continue for a period of
two (2) years from said date, or until terminated pursuant to Section 4,
whichever is sooner. This agreement supersedes any and all prior
employment agreements. In the event that this agreement expires pending
negotiation of a new agreement between the parties, the terms herein shall
remain in force until such new agreement takes effect.

B. Employee agrees not to accept other employment by any other employer
until said termination date, unless termination date is effected as hereinafter
provided. Employee shall devote full time to the business of Employer.

C. Nothing in this agreement shall prevent, limit or otherwise interfere with the
right of the Board of Supervisors to terminate the services of Employee at
any time, subject only to the provisions set forth in Section 4, paragraphs A
and B of this agreement. It is understood and agreed that Employee is
employed at the will of Employer.

D. Nothing in this agreement shall prevent, limit or otherwise interfere with the
right of the Employee to resign at any time from his position with
Employer, subject only to the provision set forth in Section 4, paragraph C
of this agreement.

Section 3. Suspension.

Employer may suspend the Employee with full pay and benefits at any time during
the term of this agreement. Any decision to terminate the Employee shall be in accordance
with Section 4.

Section 4. Termination.

A. Termination for Cause: The Employee may be terminated immediately by
the Board of Supervisors because of his conviction of any illegal act
involving personal gain to his, gross negligence in the handling of County
affairs, or willful and gross violations of Board policies. Employer shall not
be obligated to provide severance pay and extended health benefits pursuant
to subsection B.
B. Consensual Resignation: In the event Employee resigns following a request, whether formal or informal, by a majority of the Board of Supervisors that he resign, then Employee shall be deemed to be terminated on the first (1st) day after notice or request to resign is made. In the event of such termination, Employee shall be paid a severance pay equivalent to five (5) months’ salary at the salary in effect on the date of the notice, plus the balance of any unused vacation accrued pursuant to Section 10.A. In that event, Employer agrees to pay health, vision, and dental benefits for five (5) months beyond Employee’s termination date.

C. Voluntary Resignation: In the event Employee, at his sole discretion, voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer thirty (30) days’ written notice in advance, unless the parties agree otherwise. Employer shall not be obligated to provide severance pay and extended health benefits pursuant to subsection B.

D. In the event of any such termination or resignation, Employee shall be paid the balance of any unused vacation hours as set forth in Section 6.1 of the Coconino County Personnel Policy Manual. If eligible, Employee shall be compensated for 25% of paid time off accrued pursuant to Section 6.3 of the Coconino County Personnel Policy Manual. Employee will not be paid any unused paid sick time, pursuant to Section 6.2 of the Coconino County Personnel Policy Manual.

E. The terms of this Agreement shall remain in full force and effect and hold over until employment is terminated under the terms herein, or a new written employment agreement has been negotiated between Employer and Employee, and approved by Employer Board of Supervisors.

Section 5. Disability.

If Employee is permanently disabled or is otherwise unable to perform the duties of this position because of sickness, accident, injury, mental incapacity or health for a period of six successive months, Employer shall have the option to terminate this agreement. The Employee shall be entitled to apply for benefits under the long-term disability plan in conjunction with Arizona State Retirement System.


A. During the term of this Agreement, Employer agrees to pay Employee for services rendered pursuant hereto an annual base salary of $191,674,
payable in installments at the same time as other employees of the 
Employer are paid.

B. Future adjustments to salary and benefits may be made in consideration of 
performance, in such amounts and to such extent as the Board of 
Supervisors may determine that it is desirable to do so. Any other across-
the-board increases in salary (non-performance related) and benefits given 
to County employees will also be given to Employee, at a minimum, on the 
salary set forth herein and on any subsequent adjustments if applicable.

Section 7. Performance Evaluation.

A. The Board of Supervisors shall review the performance of Employee 
annually as it determines necessary for the proper operation of Coconino 
County. Criteria, goals, and objectives may be added to or deleted from 
Employee’s duties as the Employer may from time to time determine, in 
consultation with the Employee. Further, upon completion of any 
performance review, the Chairperson of the Board of Supervisors shall 
provide the Employee with a summary written statement of the findings and 
provide an adequate opportunity for Employee to discuss with the Board of 
Supervisors.

B. The Board of Supervisors shall review and evaluate the performance of 
Employee at least once annually in accordance with the established goals 
and objectives as stated above. Said criteria may be added to or deleted from 
as the Employer may from time to time determine, in consultation with the 
Employee. Further, the Chairperson of the Board of Supervisors shall 
provide the Employee with a summary written statement of the findings of 
the Board of Supervisors and provide an adequate opportunity for 
Employee to discuss his evaluations with the Board of Supervisors.

C. Failure by the Board to conduct such a review and evaluation in any given 
year or years shall not be considered a breach of this Agreement. Should the 
review and evaluation fail to occur, Employee’s salary shall nonetheless be 
automatically increased pursuant to any County policy providing for annual 
employee salary increases and subsection 6.B. of this Agreement.

Section 8. Automobile

Employee’s duties require that he shall have a vehicle for County business at all 
times during his employment. Employer will provide an automobile allowance in the 
amount of $900 monthly. Employee shall be responsible for paying liability, maintenance,
and repair of his own vehicle. Such automobile allowance shall not preclude Employee from receiving mileage reimbursement for travel required for business outside the County.

Section 9. Vacation and Sick Leave.

A. Employee will accrue vacation, paid sick time and paid time off in the same manner as Employer’s other County employees; more specifically vacation at the rate of 4 vacation hours per pay period (13 days per year). Employee shall be given the same holidays as other County employees. Employee’s ability to accrue vacation leave shall be determined by Section 6.1 of the Coconino County Personnel Policy Manual. All vacation time taken will be mutually agreed upon by Employee and Employer.

B. At the termination of this contract or any extensions thereof, Employee shall be paid the balance of any unused vacation hours as set forth in Section 6.1 of the Coconino County Personnel Policy Manual. If eligible, Employee shall be compensated for 25% of paid time off days accrued pursuant to Section 6.3 of the Coconino County Personnel Policy Manual. Employee will not be paid any unused paid sick time, pursuant to Section 6.2 of the Coconino County Personnel Policy Manual.

Section 10. Health and Life Insurance.

A. Employer agrees to provide Employee’s health and dental care insurance coverage available to and at the same cost as paid by other County employees. Employee, at his option, may enroll their spouse and any eligible family members under the same dependent coverage eligible to other County employees.

B. Employer agrees to allow Employee to enroll in any voluntary benefit programs available to County employees and at the same cost as paid by other County employees.

Section 11. Retirement.

Employer agrees to enroll Employee in the Arizona State Retirement System and pay the contribution for Employee in the same manner as it does with its other County employees.

Section 12. Indemnification.

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or
otherwise, arising out of an alleged act or omission occurring in the performance and scope of Employee’s duties as County Manager, with the exception of Employee’s grossly negligent acts or intentional torts, which Employer may, but is not obligated to, defend.

Section 13. Bonding.

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 14. Other Terms and Conditions of Employment.

The Board of Supervisors, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, county ordinances, state law, or any other applicable law.

Section 15. General Provisions.

A. The text herein shall constitute the entire agreement between the parties.

B. This agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors, and assigns.

C. If any provision or any portion thereof contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

D. This agreement is made and shall be interpreted under the laws of the State of Arizona.

E. This agreement shall not be deemed amended by any agreements not specifically placed in written form and incorporated in reference hereto.

F. Employer agrees that Employee retains all rights under the Coconino County Personnel Policies and Procedures for exempt employees and such rights are not waived through this agreement, unless such waiver is made explicit herein.

G. Employer and Employee agree that this Contract is subject to the implied covenant of good faith and fair dealing.
IN WITNESS WHEREOF, the County of Coconino has caused this agreement to be signed and executed in its behalf by the Chairperson of the Board of Supervisors and duly attested by its Clerk, and Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

EMPLOYEE:

______________________________
James Jayne

______________________________
Date

EMPLOYER:

Coconino County
Board of Supervisors

______________________________
Lena Fowler, Chair

______________________________
Date

ATTEST:

______________________________
Clerk of the Board

Approved as to form and content:
Coconino County Attorney

By: __________________________
DATE: August 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Erika Philpot, Human Resources Director

SUBJECT: Consideration and possible action to designate the County Manager, or a designee of the County Manager, to serve on the Arizona Counties Insurance Pool Board, pursuant to the Intergovernmental Agreement of the Arizona Counties and parties of the Arizona Counties Insurance Pool.

RECOMMENDED MOTION:

Approve the designation of the County Manager, or a designee of the County Manager, to serve on the Arizona Counties Insurance Pool Board, pursuant to the Intergovernmental Agreement of the Arizona Counties and parties of the Arizona Counties Insurance Pool. Human Resources

BACKGROUND:

Per the Intergovernmental Agreement with the parties of the Arizona Counties Insurance Pool (Attached), item #12 on page 7 states, "ACIP shall be administered by a Board of Trustees consisting of at least five persons who are elected officials or employees of the Parties. Each Party shall appoint a Board member if there are at least five Parties signatory hereto. If there are less than five Parties signatory hereto, each Party shall appoint two Board members. Each Party must designate its Board member in writing. Each Board member shall be entitled to one vote in all matters that come before the Board."

Coconino County is a party, and a Board member needs to be appointed to serve on the Board. This also needs to be provided in writing to ACIP. ACIP must show record that each Member's Board appointed them to serve on the Board to the Arizona Department of Insurance.

ALTERNATIVES:

The Board may decide to have a Supervisor serve as a Board member.

FISCAL IMPACT:

There is no fiscal impact to having the Manager or a designee serve as the Board member.
ATTACHMENTS:
1 - Staff Report
2 - INTERGOVERNMENTAL AGREEMENT
THIRD AMENDED
INTERGOVERNMENTAL AGREEMENT

1. Parties. The Parties to this Agreement are Arizona Counties, and other public agencies as approved by the Pool, which are signatories hereto (“Party” and/or “Parties”). The parties enter into this Intergovernmental Agreement (“Agreement”) to provide to the Parties insurance and insurance services relating to their exposures for property, fidelity, employment, employer’s liability, workers’ compensation, liability losses, and other losses as may be permitted by law, pursuant to A.R.S. §§ 11-952 and 11-952.01 under the name Arizona Counties Insurance Pool (“ACIP”).

2. Recitals. This Agreement is based upon certain understandings and in furtherance of certain purposes, as follows:

2.1 Arizona Revised Statues § 11-952 provides that two or more public agencies by direct contract or agreement may contract for services or jointly exercise any powers common to the contracting parties and may enter into agreements with one another for joint or cooperative action.

2.2 Arizona Revised Statutes § 11-952.01(A) permits two or more public agencies to enter into contracts or agreements for the joint purchasing of insurance, including reinsurance, or to pool retention of their exposures for property, fidelity and liability losses and to provide for the payment of such property loss, fidelity loss or claim of liability made against any member of the pool, including any elected or appointed official, officer or employee covered by the pool, on a cooperative or contract basis with one another.

2.3 Arizona Revised Statutes § 11-952.01 (B) permits two or more public agencies to establish a workers’ compensation pool to provide for the payment of workers’ compensation claims pursuant to title 23, chapter 6 on a contract basis with one another.

2.4 The governing board of each Party has determined that it is in the Party’s best interest and in the public interest that this Agreement be executed and that each Party shall participate in ACIP as set forth in this Agreement.

2.5 The governing board of each Party has determined that that Party should join together with the other Parties for the purposes of:

a. Providing coverages for:
1. property,
2. automobile liability,
3. workers’ compensation and employer’s liability,
4. general liability, including employment practices liability, public officials liability, and law enforcement liability, and
5. automobile physical damage,

and at the option of the Board other coverages as may be permitted by law;

b. developing effective risk management programs to reduce the amount and frequency of their losses;

c. pooling their self-insured losses;

d. jointly purchasing excess insurance or reinsurance; and

e. adopting Memoranda of Coverage;

f. providing claims services and claims administration;

g. providing or purchasing such administrative services as the Board of ACIP determines is necessary for the appropriate administration of ACIP, and;

h. purchasing or providing other insurance or risk management services.

3. Term of Agreement. This Agreement shall become effective upon the later of July 1, 2012 or the approval of all parties as provided in paragraph 22, and shall continue in force and effect for a period of ten years or until terminated in accordance with the terms and provisions of this Agreement. This Agreement may be renewed for an additional ten year term by mutual agreement by part or all of the Parties prior to the expiration of the original or any renewal term of this Agreement.

4. Modification of Agreement. This Agreement may be modified and/or amended by Addenda. An addendum shall be effective when approved by all the Parties. An addendum may include an agreement by the Parties to add new parties or to permit a new or existing party to participate in ACIP on terms and conditions different than those set forth in this Agreement.

5. Coverages. Coverages shall be as follows:

5.1 The specific exposures covered by ACIP, the procedure for making claims against ACIP, the persons or entities to be indemnified by ACIP, the limitations and exclusions on coverage,
and various other matters necessary or appropriate to the functioning of ACIP are more particularly described in the one or more Memoranda of Coverage and Bylaws which shall be adopted by the Board. The terms of the Memoranda of Coverage may be amended by a majority vote of the Board from time to time; provided that all Parties shall be given at least ninety days prior written notice thereof; and provided further that the form of the Memoranda of Coverage shall be similarly amended at the same time for all Parties. The participation of a Party in any Memoranda of Coverage may be under different terms from other parties, as determined by the Party and the Board, and as defined by separate agreement.

5.2 The Board shall process, defend and pay all claims against the Parties which are included under the scope of the Memoranda of Coverage and as otherwise determined by the Board. The Parties shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. A list of current claims of each Party together with the status (pending) or disposition of each claim, shall be provided periodically to each Party. Each Party shall be notified as required by section 18 prior to settlement or payment of claim.

5.3 ACIP shall develop and implement programs for risk management and loss control and make them available to the Parties. The Parties may act cooperatively to share information and to implement programs developed by individual parties.

5.4 A Party is not relieved of its liability for claims against the Party incurred during the Party’s participation in this Agreement, except through the payment of losses by ACIP or by the Party.

6. Participation. Based on such understandings and in furtherance of such purposes, the Parties agree to establish and participate in ACIP under the following terms and conditions:

6.1 Participation in this Agreement may not be terminated by any Party during the initial thirty-six months after the initial entry date of a Party except that coverage may be suspended or terminated as provided herein for nonpayment of premiums or other violations by a Party under the terms of this Agreement.

6.2 Participation in this Agreement may be terminated by any of the Parties, at any time after the initial thirty-six months from initial entry, effective as of the last day of ACIP’s fiscal year, by written notice of termination given at least one year prior to the last day of ACIP’s fiscal year.
6.3 Participation in this Agreement may be terminated as to any Party by a two thirds vote of the Board.

7. **Termination of ACIP.** ACIP shall be terminated upon the first to occur of any of the following events:

7.1 When all Parties but one in ACIP have ceased to participate;

7.2 At such time as the Board shall determine that the number of participating Parties and/or the size of ACIP is too small to adequately indemnify against the exposures specified in the Memoranda of Coverage, by a two-thirds affirmative vote of the Board.

Any termination pursuant to 7.2 above shall not be effective until the Board shall have given each participating Party at least six months written notice of such termination. Upon termination of ACIP, adequate provisions shall be made for all pending and anticipated claims against the Parties based on a sound actuarial study.

8. **ACIP Funding.** ACIP shall be funded as follows:

8.1 **Deposit of Contribution.** At such dates as may be determined by the Board, the anticipated liabilities and expenses of ACIP for the fiscal year or portion thereof shall be calculated based on use of services, loss history, and other underwriting criteria as approved by the Board. Such liabilities and expenses shall include expected losses to be covered by the Memorandum of Coverage, the cost of excess insurance and reinsurance, the costs of claims services, the cost of other administrative services, and other costs deemed appropriate by the Board. Such liabilities and expenses shall be allocated among ACIP’s participating Parties based on the pro rata exposure of each Party and as otherwise determined by the Board based on each Party’s utilization of resources. Each Party agrees to furnish all information requested by the ACIP as necessary to determine the relative exposure of the Parties. Each Party shall pay its deposit premium for the whole year to ACIP in cash within thirty days of such notification, or by such later date as shall be specified in the notice.

8.2 **Retrospective Contribution Adjustment.** A retrospective contribution calculation formula may be adopted by the Board prior to the beginning of each fiscal year. The formula shall consider the expenses of ACIP and the losses and exposures of each Party and of the entire Pool. The deposit contribution paid for the fiscal year shall be applied as a credit against the retrospective contribution. Retrospective contribution adjustments for each fiscal year shall be made eighteen months...
after the close of the year and shall continue until all claims are closed or until the Board determines that sufficient facts are known to make a final adjustment for the year. Each Party shall remain liable for such adjustment regardless of the Party’s withdrawal from participation or the termination of this Agreement.

8.3 **Assessment.** If ACIP becomes insolvent or is otherwise unable to discharge its legal liabilities and other obligations, each Party shall be assessed by the Board for an additional contribution. In such case the Board shall determine the cause of the insolvency, which may be an overrun in expected costs in one or more risk retention pools, or an overrun in administrative costs. The Board shall assess contributions in a manner that reflects each party’s participation in the cause or causes of the insolvency, up to the limit specified in A.R.S. § 11-952.01(O). For example, if the insolvency is caused by overruns in a particular risk retention pool, then only those Parties participating in that risk retention pool shall be subject to assessment. Each such assessment, and the manner of calculating the same, shall be given to each Party in writing, and the Party shall thereafter have sixty days in which to pay such assessment. Each Party shall remain liable for such assessments, regardless of the Party’s withdrawal from participation or the termination of this Agreement for liabilities of the Pool incurred during the Party’s period of membership.

8.4 **Claims Reserves.** ACIP shall maintain funds adequate to pay incurred claims which shall include known incurred losses and an estimate of incurred but not reported claims as may be appropriate for pooling participation. ACIP shall also maintain contingency margins deemed appropriate by the Board.

8.5 **Banking Relationships.** ACIP may enter into a financial services agreements with banks and other financial institutions and may issue checks in its own name to carry out the terms of this Agreement. ACIP may invest its monies in equity securities, mutual funds and investment funds registered with the United States Securities and Exchange Commission, debt obligations and any eligible investment permitted by A.R.S. § 35-323.

8.6 **Distribution of Surplus.** At the termination of ACIP’s existence, any surplus funds in ACIP over and above those necessary to pay or reserve against the expenses and liabilities of ACIP shall be distributed among the then existing Parties that are participants in ACIP. Such distribution shall be allocated among such participants as required by law and as may be determined by the Board.
9. **Workers’ Compensation Provisions.** The following provisions shall apply to the provision of workers’ compensation insurance only:

9.1 ACIP shall provide such coverages to the employees of the Parties as meet the requirements for a self-insured employer under A.R.S. § 23-961.

9.2 The Board from time to time may, at its discretion, distribute surplus funds, or apply surplus funds to a Party’s balance in other risk retention pools, based upon an experience formula as may be approved by the Board. Any experience formula shall be approved by a two thirds vote of the Board.

10. **Suspension.** In the event any Party shall fail to make its contribution as specified herein, or shall fail to comply with any of the other terms of this Agreement, or the membership conditions as set forth in the Bylaws, the Board may, if such default is not cured within ten days’ written notice to the Party, suspend the Party’s coverage under this Agreement for a period of up to eighty days without further notice or action. The notice of default shall advise the Party that if the default is not cured within the ten day period, termination of the Agreement may occur ninety days after the notice of default. During such eighty day suspension period, the Board shall determine if suspension shall be made permanent, in which case the Agreement shall be deemed terminated effective as of the ninety days following from the written notice of default, or the circumstances, if any, under which the Party’s participation in ACIP and the effectiveness of this Agreement may be restored. Should the Party be permanently suspended and this Agreement terminated, the Party shall forfeit all rights to any distribution of ACIP surpluses or property upon the termination of ACIP. Regardless of such termination, however, the Party’s liability for retrospective premiums and assessments under Section 8 above shall be unaffected.

11. **Effect of Withdrawal or Expulsion.** The withdrawal or expulsion of any Party after its inception in ACIP will not terminate its responsibility:

11.1 to cooperate fully with ACIP in determining the cause of losses and the settlement of claims as described in the Memoranda of Coverage;

11.2 to pay any retrospective premium adjustments and assessments determined by the Board to be due and payable for each year of participation;

11.3 to provide the Executive Director with such statistical and loss experience data as may be necessary for the Executive Director to carry out this Agreement; and

11.4 to cooperate with the Board and assist the Executive Director and any insurer, common claims adjuster or legal counsel retained by ACIP, in all matters relating to this Agreement.
11.5 to pay all expenses of claims administration, administrative expense and other costs incurred in administering claims run off or the purchase of tail coverage; and

11.6 to pay any other expenses incurred by ACIP due to reductions in force or other employee or contract expenses incurred by the departure of the particular Party and particular to that Party.

12. **Board of Trustees.** ACIP shall be administered by a Board of Trustees consisting of at least five persons who are elected officials or employees of the Parties. Each Party shall appoint a Board member if there are at least five Parties signatory hereto. If there are less than five Parties signatory hereto, each Party shall appoint two Board members. Each Party must designate its Board member in writing. Each Board member shall be entitled to one vote in all matters that come before the Board.

13. **Loss Control.** ACIP may, with the approval of the Board, establish Loss Control Programs to be adopted and implemented by the Parties. The Executive Director may issue periodic loss-control recommendations to assist in control of identified risks. ACIP may, in its discretion, make services available to the Parties to assist in the implementation of a Loss Control Program or loss-control recommendations. The Parties agree that they will cooperate in the implementation of any and all loss-control recommendations and Loss Control Programs. Should any Party disagree with a loss-control recommendation issued by the Executive Director, that Party may request that the Board review the recommendation at its next scheduled meeting. A decision by the Board shall be final and binding on all Parties. Failure by a Party to comply with a directive by the Board may be subject to suspension pursuant to Section 10 of this Agreement.

14. **Duties of the Board.** The Board shall:

14.1 Establish the terms and conditions of coverage within ACIP, including exclusions of coverage;

14.2 Ensure that all claims covered by the Memoranda of Coverage for which each member incurs liability during the Party’s period of membership are paid promptly;

14.3 Take all necessary precautions to safeguard the assets of ACIP;

14.4 Maintain minutes of its meetings;

14.5 Designate an Executive Director to carry out the policies established by the Board and this Agreement and provide day-to-day management of ACIP and delineate in the written minutes of its meetings the areas of authority delegated to the Executive Director; and
14.6 Notify the Director of the Department of Insurance and the Director of the Industrial Commission of the existence of the Pool and file with such Director and with the Arizona Attorney General a copy of this Agreement, which the Attorney General shall file with the Secretary of State as prescribed by A.R.S. § 11-952.01(H).

14.7 In accordance with A.R.S. § 11-952.01(J), the Board shall not:

   a. Extend credit to a Party for payment of a premium, except pursuant to payment plans established by the Board; and
   b. Borrow any monies from ACIP or in the name of ACIP except in the ordinary course of business.

15. **Powers of the Board.** The Board may:

   15.1 Establish offices where necessary in the State of Arizona and employ necessary staff to carry out the purposes of ACIP;

   15.2 Retain legal counsel, actuaries, auditors, engineers, private consultants, claims adjustors and advisors;

   15.3 Make and alter Bylaws and rules pertaining to the exercise of its purpose and powers;

   15.4 Purchase, lease or rent real or personal property as the Board deems necessary;

   15.5 Enter into financial services agreements with banks and issue checks in its own name as provided in paragraph 8.5 above; and

   15.6 Perform claims administration services and defend and settle claims; and

   15.6 Perform such other matters and enter into other contracts as may be necessary to carry out this Agreement.

16. **Inspection and Audit.** ACIP and its representatives shall be permitted, but shall not be obligated, to inspect each Party’s properties and operations at any time. Neither ACIP’s right to make inspections nor the making thereof shall constitute an undertaking, on behalf of or for the benefit of the Party or others to determine or warrant that such property or operations are safe or are in compliance with any law, rule, or regulation.

   16.1 ACIP may examine and audit a Party’s books and records at any time during the period the Agreement is in effect, and during any extensions hereof, and within three years after the final
termination of this Agreement, insofar as said books-and-records may relate to the subject matter of this Agreement.

16.2 ACIP shall be audited annually at the expense of ACIP by a certificated public accountant, and a copy of the report shall be submitted to the governing boards of the Parties and to the Director of the Department of Insurance. The Board shall obtain an appropriate actuarial evaluation of the claim reserves of ACIP including an estimate of the incurred but not reported claims. ACIP shall also pay the cost of any examination of ACIP and its reserves by the Director of Insurance as permitted by A.R.S. § 11-952.01(F).

17. Bylaws and Rules of Operation. The Board may make bylaws and rules pertaining to the exercise of its purpose and powers. The current ACIP Bylaws shall continue in full force and effect under this Agreement provided that the Board may, from time to time, propose revisions to said Bylaws, which shall become effective only upon approval by a two-thirds majority of all members of the Board. The Board may also from time to time adopt, by majority vote, policies, rules, and procedures for the administration and operation of ACIP so long as such policies, rules, and procedures are not inconsistent with this Agreement or the Bylaws. No provision of the Bylaws, policies, rules or procedures shall be inconsistent with the terms of this Agreement.

18. Objection to Payment of Claims.

18.1 Any Party may object to a decision by the Board to resolve a claim on behalf of that Party. An objection must be filed within ten days after notice to the Party of the Board’s intention to pay a claim, and must be authorized by the Objecting Party’s risk manager or county manager. The objection shall state specific reasons why the Objecting Party contends that the claim should not be resolved in the manner proposed by the Board. The Board will schedule a meeting during which formal action will be taken upon the objection and shall provide written notice to the Objecting Party including the date, time and location of the meeting. Upon conclusion of the meeting, the Board shall provide notice of its decision to the Objecting Party.

18.2 Should the Board’s decision be adverse to the result sought by the Objecting Party, the Objecting Party shall provide written notice to the Board stating whether or not the Objecting Party intends to assume control of the litigation. If the Objecting Party assumes control of the litigation, ACIP shall reimburse the Objecting Party for all costs of defense, settlement, or judgment actually incurred by the Objecting Party, up to the amount which ACIP initially determined was necessary to resolve the
claim, reduced by expenses incurred by ACIP. The Objecting Party shall be responsible for all other costs and expenses associated with the defense and satisfaction of the claim. If upon notice of the Board’s decision, the Objecting Party elects not to assume the control of the litigation, ACIP will retain all control and responsibility for the defense of the claim and liability for the litigation including, but not limited to, final resolution of the claim.

18.3 The Board shall have the right to pay any claim which does not exceed Fifty Thousand Dollars ($50,000.00) without providing notice of intent to pay the claim, unless the Party has filed a written request for notice of intent to pay the claim prior to payment. The authority of the Board and the Executive Director to settle and pay claims may be defined to a greater extent in the Bylaws. Each participant in this Agreement thereby appoints the Executive Director of ACIP as its attorney in fact with full authority to settle claims within the authority provided by this Agreement, by the Bylaws, by the Memoranda of Coverage, or by the Board.

18.4 All Parties to this Agreement are entitled to any and all information concerning claims made against them. Claims information shall be treated as confidential to the greatest extent which the law will allow.

19. **Place of Business.** ACIP shall establish a principal place of business within Arizona and shall notify all participants of such location.

20. **Conformity with Law.** In the event any term or provision of this Agreement shall be in conflict with the laws and statutes of the State of Arizona as they now exist or are hereafter amended, this Agreement shall be automatically deemed amended to conform to such laws and statutes.

21. **Fiscal Year.** The fiscal year shall begin on July 1 of each year and end of June 30 of each year.

22. **Authorizing Action.** This Agreement shall become effective upon its effective date as set forth in paragraph 3 of this Agreement and only upon the execution and delivery of this Agreement by an authorized representative of each Party on behalf of the Party and approved by the Party’s County Attorney as to form.

23. **Liability.** No Party shall, by reason of this Agreement, have any liability for claims brought by third Parties against any other Party other than the obligation to contribute certain funds to ACIP as expressly provided herein. The liability for any claim against a Party shall remain the sole and exclusive liability of the Party; the obligation of ACIP is to indemnify that Party against such loss as
provided in the Memorandum of Coverage to the extent and under the conditions contained therein.

24. **Replaced Agreements.** This Agreement replaces the Second Amended Intergovernmental Agreement filed with the Secretary of State on August 10, 1992 and renewed on August 10, 1998 and again on March 30, 2009 and the Intergovernmental Agreement for a Workers’ Compensation Pool filed with the Secretary of State on July 13, 1994 and renewed on June 30, 2004.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

COUNTY OF _______  
By: __________________________  
Its: __________________________  
Date: _________________________

COUNTY OF _______
By: __________________________  
Chairman of the Board
Date: _________________________

APPROVAL: This Agreement is in proper form and it is within the power and authority granted under the laws of the State of Arizona to the Board of Supervisors of ______ County.

______________________________  
Deputy County Attorney
THIRD AMENDED
INTERGOVERNMENTAL AGREEMENT

ADDENDUM

1. The Third Amended Intergovernmental Agreement, approved June 25, 2012, is amended to add Coconino County as a party effective July 1, 2019. The participation terms and conditions articulated in Section 9 (Workers’ Compensation) of the Third Amended Intergovernmental Agreement are not applicable to participation by Coconino County.

2. The Retrospective Contribution Adjustment articulated in Section 8 of the Third Amended Intergovernmental Agreement is not applicable to Coconino County for their first three (3) years of participation, at which time we will expect to have the clause removed in its entirety from the Intergovernmental Agreement. The Retrospective Contribution Adjustment reads as follows:

8.2 Retrospective Contribution Adjustment. A retrospective contribution calculation formula may be adopted by the Board prior to the beginning of each fiscal year. The formula shall consider the expenses of ACIP and the losses and exposures of each Party and of the entire Pool. The deposit contribution paid for the fiscal year shall be applied as a credit against the retrospective contribution. Retrospective contribution adjustments for each fiscal year shall be made eighteen months after the close of the year and shall continue until all claims are closed or until the Board determines that sufficient facts are known to make a final adjustment for the year. Each Party shall remain liable for such adjustment regardless of the Party’s withdrawal from participation or the termination of this Agreement.

APPROVED by the Board of Trustees of the Arizona Counties Insurance Pool this 15th day of February, 2019.

Edward Gilligan, Chairman

COUNTY OF COCONINO

BY: 

Title: 

DATE: 

DATE: August 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Mike Townsend, Deputy County Manager/Finance Director

SUBJECT: Consideration and possible action on the review of comments received during the 45 day comment period and approval of FY20 Title III projects under the Secure Rural Schools and Community Self Determination Act.

RECOMMENDED MOTION:

Motion to approve the use of FY20 Title III funds for the funding of Flagstaff Patrol and Search and Rescue on Federal lands.

BACKGROUND:

It is required under the Secure Rural Schools and Community Self-Determination Act of 2008 that the Board of Supervisors’ advertise a 45 day comment period for Title III funding under this act. After closing the comment period the Board is required to do a final adoption of Title III project funding. The advertised comment period was held from July 16 – August 20, 2019. No comments were received during this time.

The Secure Rural Schools and Community Self-Determination Act of 2000 (SRS Act) was enacted to provide five years of transitional assistance to rural counties affected by the decline in revenue from timber harvests on federal lands. The last payment authorized under P.L. 106-393 was for FY 2006.

On May 25, 2007, the Iraq Accountability Appropriations Act of 2007, P.L. 110-28, was signed into law. It included a provision for payments to States and counties for FY 2007 and extended provisions of Title II and Title III of the SRS Act.


The 2008 Act required Counties to allocate not less than 15% but no more than 20% of their full payment amount for Title II OR Title III projects, with a maximum Title III allocation of 7%.
The scope of Title III projects has been limited under the 2008 act to: homeowner education and assistance regarding ways to reduce the risk of wildfire, reimbursement for search, rescue, and emergency services on Federal lands, and development of community wildfire protection plans.

On July 6, 2012, the Secure Rural Schools and Community Self-Determination Act of 2000 was reauthorized for federal fiscal year 2012 (County FY13). On October 2, 2013, Secure Rural Schools was again passed as part of the Helium Stewardship Act. These funds were disbursed late in fiscal year 2014 resulting in the Title III portion being programmed for use in fiscal year 2015.

The Secure Rural Schools Act (SRS Act) was reauthorized by section 524 of P.L. 114-10 and signed into law by the President on April 16, 2015. The act has been reauthorized for two years. Future authorizations are unknown at this time.

Congress passed 2018 spending bill P.L. 115-141 that included reauthorization of the Secure Rural Schools program. This includes state payments for FY17 and FY18 (federal fiscal years).

ALTERNATIVES:

If the Board of Supervisors would like to move forward with an alternate allocation scenario, a new 45 day comment period could be required.

FISCAL IMPACT:

Search and Rescue and Flagstaff Patrol Title III funding decisions may impact the General Fund. Opting not to include this project in the Title III allocation for FY20 will effectively shift these costs to the General Fund.

ATTACHMENTS:

1 - Staff Report

The Coconino County Board of Supervisors request public comment on the proposed uses of Title III funds under the above captioned Act. The 45 day comment period commences Tuesday, July 16, 2019 and will end at 12:00 midnight, Friday, August 30, 2019. The Board of Supervisors will consider the comments received and make its final decision on allocation of Title III funds for FY 2020 at a regular Board meeting to be held Tuesday, September 3, 2019 at 10:00 a.m., or as soon as comments have been analyzed. Any person or organization wishing to make comments and/or wishing to be notified of the final decision date should make those comments in writing to the Clerk of the Board, Coconino County Administration Building, 219 E. Cherry Avenue, Flagstaff, AZ 86001; fax to 928-679-7171; or e-mail to ldaley@coconino.az.gov.

This Act provides for funding to Counties for roads and schools (Title I), and sets aside 15% to 20% of the funding for Title II and/or III which are to be used for a variety of forest and forest related purposes. The Board may choose to use up to 7% of the 15% to 20% election for Title III. Any election over 7% must be allocated to Title II. In FY 2020, it is the intent of the Board of Supervisors to elect a 15% Title II/Title III payment, with 7% for Title III and 8% for Title II. The Title III allocation is in the amount of $188,075. The Title II allocation is estimated at $214,942. By Statute, funding for Title II projects will be passed to a Resource Advisory Committee for allocation. Title I will receive the remainder of the Coconino County allocation.

The Title III funds may be used for County projects, as following, according to law: (1) homeowner education and assistance regarding ways to reduce the risk of wildfire; (2) reimbursement for search, rescue, and emergency services on Federal lands; (3) development of community wildfire protection plans.

FY 2020 Projects Proposed to be Funded with Title III Forest Fee Funds (P.L. 106-393)

(INSERT .PDF FILE)
### Coconino County
### FY2020 Title III Allocation Summary

<table>
<thead>
<tr>
<th>Department</th>
<th>Project</th>
<th>Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheriff</td>
<td><strong>Flagstaff Patrol:</strong> Covers estimated costs of Sheriff patrol on Federal land in Coconino County</td>
<td>$ 90,276</td>
</tr>
<tr>
<td>Sheriff</td>
<td><strong>Search and Rescue:</strong> Covers the estimated cost of Search and Rescue operations on Federal land in Coconino County</td>
<td>$ 97,799</td>
</tr>
<tr>
<td>Total FY20 Title III Allocation</td>
<td></td>
<td>$ 188,075</td>
</tr>
</tbody>
</table>
DATE: August 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Sandra Diehl, Coconino County Public Defender

SUBJECT: Consideration and possible action to approve Fiscal Year 2019 Additional Spending Authority of Public Defender Special Revenue Funds in the amount of $11,583.80.

RECOMMENDED MOTION:

Approve Fiscal Year 2019 Additional Spending Authority of Public Defender Special Revenue Funds in the amount of $11,583.80.

BACKGROUND:

The Public Defender's Office has a special revenue fund called "Fees for Services." The revenue for this fund is received quarterly from statutorily mandated fees that are collected from defendants assigned to our office in Juvenile, Justice and Superior Courts. The funds in this account are mandated to supplement and not supplant funding provided by counties for public defense.

With the demands of caseloads and the high volume of homicide and complex cases recently assigned to our office over the last fiscal year, it was necessary for our office to utilize more of these funds than originally budgeted.

We have overspent in our special revenue fund by $11,584 for FY19. The expenditure budget for FY19 was $86,800, our expenses ended up totaling $98,384. Approval of FY19 additional spending authority of special revenue funds is requested. By using our own funds, we were able to maintain a balanced budget in the General Fund.

ALTERNATIVES:

We do not have an alternative, as we do not have available funds in any other account for which the expenses could be transferred.
FISCAL IMPACT:

If approved, this request will have no fiscal impact on the County's general fund.

ATTACHMENTS:

1 - Staff Report
2 - AZ REVISED STATUTE
11-584. Public defender; duties; reimbursement

A. The public defender shall, on order of the court, defend, advise and counsel any person who is entitled to counsel as a matter of law and who is not financially able to employ counsel in the following proceedings and circumstances:

1. Offenses triable in the superior court or justice courts at all stages of the proceedings, including the preliminary examination.

2. Extradition hearings.

3. Mental disorder hearings only if appointed by the court under title 36, chapter 5.

4. Involuntary commitment hearings held pursuant to title 36, chapter 18, only if appointed by the court.

5. Involuntary commitment hearings held pursuant to title 36, chapter 37, if appointed by the court as provided in section 36-3704, subsection C and the board of supervisors has advised the presiding judge of the county that the public defender is authorized to accept these appointments.

6. Juvenile delinquency and incorrigibility proceedings only if appointed by the court under section 8-221.

7. Appeals to a higher court or courts.

8. All juvenile proceedings other than delinquency and incorrigibility proceedings under paragraph 6 of this subsection, including serving as a guardian ad litem, if appointed by the court pursuant to section 8-221 and the board of supervisors has advised the presiding judge of the county that the public defender is authorized to accept these appointments.

9. All mental health hearings regarding release recommendations held before the psychiatric security review board pursuant to section 13-3994, if appointed by the court as provided in section 31-502, subsection A, paragraph 8 and the board of supervisors has advised the presiding judge of the superior court in the county that the public defender is authorized to accept these appointments.

10. As attorneys in any other proceeding or circumstance in which a party is entitled to counsel as a matter of law if the court appoints the public defender and the board of supervisors has advised the presiding judge of the county that the public defender is authorized to accept these appointments as specified.

B. The public defender shall perform the following duties:

1. Keep a record of all services rendered by the public defender in that capacity and file with the board of supervisors an annual report of those services.

2. By December 1 of each year, file with the presiding judge of the superior court, the chief probation officer and the board of supervisors an annual report on the average cost of defending a felony case.

C. Although the services of the public defender or court appointed counsel shall be without expense to the defendant, the juvenile, a parent or any other party, the court may make the following assessments:

1. Order an indigent administrative assessment of not more than twenty-five dollars.

2. Order an administrative assessment fee of not more than twenty-five dollars to be paid by the juvenile or the juvenile’s parent or guardian.

3. Require that the defendant, including a defendant who is placed on probation, a juvenile, a parent or any other party who is appointed counsel under subsection A of this section repay to the county a reasonable amount to reimburse the county for the cost of the person’s legal services. Reimbursement for legal services in a
delinquency, dependency or termination proceeding shall be ordered pursuant to section 8-221. Reimbursement for legal services in a guardianship or conservatorship proceeding shall be ordered pursuant to section 14-5414.

D. In determining the amount and method of payment the court shall take into account the financial resources of the defendant and the nature of the burden that the payment will impose.

E. Assessments collected pursuant to subsection C of this section shall be paid into the county general fund in the account designed for use solely by the public defender and court appointed counsel to defray the costs of public defenders and court appointed counsel. The assessments shall supplement, not supplant, funding provided by counties for public defense, legal defense and contract indigent defense counsel in each county.
DATE: August 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Jim Driscoll, Coconino County Sheriff

SUBJECT: Consideration and possible action to approve a renewal of the Intergovernmental Agreement (IGA) between Coconino County and the Pine Strawberry Fire District, for the sharing of radio sites to mutually enhance radio coverage of both entities, for the period of July 1, 2019 to June 30, 2024, in the estimated reimbursement amount of $1,000 annually.

RECOMMENDED MOTION:

Approve a renewal of the Intergovernmental Agreement (IGA) between Coconino County and the Pine Strawberry Fire District, for the sharing of radio sites to mutually enhance radio coverage of both entities, for the period of July 1, 2019 to June 30, 2024, in the estimated reimbursement amount of $1,000 annually.

BACKGROUND:

The Coconino County Sheriff’s Office (CCSO) currently operates a wireless radio network within Coconino County, for the purpose of providing radio dispatch to Sheriff’s Officers in the field when responding to calls for service from citizens of Coconino County. Though the CCSO has and extensive radio communication system, there are still some areas of marginal coverage and need of improvement. The purpose of this agreement is to continue fulfilling the need of a modern and reliable radio communication system for both the (CCSO) and the Pine Strawberry Fire District (PSFD). The use of CCSO radio sites for the purpose of providing PSFD with much needed radio coverage under their Certificate of Necessity (CON) and surrounding areas for ambulance service which includes State Highway 87 to mile post 312 in Coconino County and mile post 304 on Lake Mary road at 14 miles north of its junction with State Highway 87 at Clint’s Well also in Coconino County and the use of PSFD sites for the purpose of providing CCSO much needed radio coverage not presently available in some areas to enhance the communications systems of both parties.

The sharing of strategically located communication sites and services allows both entities to cut costs and provide more efficient radio communication to their respective agencies. Any costs will be based on use of any services provided by the host agency to include engineering services, building and tower space, rigger services, commercial AC power and standby AC power where available, the total due will be the net amount per billing period. Parties may waive billing upon
mutual agreement. The overall impact of sharing sites is the ability to provide efficient wireless communication without having to build or create more sites which can be cost prohibitive when other agency sites may be available.

ALTERNATIVES:

An alternative to sharing sites would be to build additional respective agency sites at many locations that currently have sites (buildings) available which could be shared. This would increase operating costs for each respective agency when it may not be necessary unless their use demands more space than available at a shared site.

FISCAL IMPACT:

There were no initial costs paid to the host. All set up costs were absorbed by the user agency. Any costs that may occur will be based on use of any services provided by the host agency to include engineering services, building and tower space, rigger services, commercial AC power and standby AC power where available, the total due will be the net amount per billing period. Parties may waive billing upon mutual agreement. We are billing Pine/Strawberry Fire Department on an annual basis for the previous year’s expenses. The account number used is #1001.20.2005.2666.0000.633.

ATTACHMENTS:

1 - Staff Report
2 - PINE STRAWBERRY FIRE RADIO IGA
INTERGOVERNMENTAL AGREEMENT
FOR RADIO SITE USE
BETWEEN
COCONINO COUNTY SHERIFF’S OFFICE
AND
PINE-STRAWBERRY FIRE DISTRICT

This agreement is entered into this _______ day of _____________2019, by and between Coconino County, a political subdivision of the State of Arizona, on behalf of the Coconino County Sheriff’s Office, hereinafter referred to as “COUNTY”, and the Pine-Strawberry Fire District, a political subdivision of the State of Arizona, hereinafter referred to as “PSFD”.

WHEREAS, COUNTY owns and operates a radio communication building along Forest Road 791 to 791B (3.8 miles from State Highway 87), T14N, R11E, SW ¼, SW ¼, (Lat (NAD83)34.34.46.6N) (Long (NAD83)111.11.50.9W) also known as Moqui Ridge, in the Mogollon Ranger District of the Coconino National Forest;

WHEREAS, COUNTY is willing to allow the PSFD to share space in their building located at Moqui Ridge Communications Site, provided technical parameters allow for non-interfering operation between existing services and any new services proposed by PSFD, for the purpose of providing the PSFD with much needed radio coverage not presently available to Pine-Strawberry Fire District through their (CON) Certificate of Necessity and surrounding area for ambulance service. This area of operation for PSFD includes State Highway 87 to milepost 312 in Coconino County and milepost 304 on Lake Mary Road at 14 miles north of its Junction with State Highway 87 at Clint’s Well also in Coconino County;

WHEREAS, this agreement provides for shared space with the Coconino County Sheriff at Moqui Ridge Communications site to include use of rack space, AC power and an existing radio bridge to a fixed 30 foot USFS tower on site;

WHEREAS, all radio communications systems components used by PSFD will be provided by PSFD to include but not limited to a radio, amplifier, duplexer, antennas, coax, connectors;

WHEREAS, PSFD is willing to pay the cost of installation and maintenance of the required communications components; and,

WHEREAS, the PSFD is authorized to enter into this Agreement pursuant to A.R.S. § 48-805(B)(16) and A.R.S. § 11-951, et. seq., and COUNTY is authorized to enter into this Agreement by approval of Coconino County Board of Supervisors pursuant to A.R.S. §§ 11-201(A)(3), 11-251(41) and 11-951 et seq.
NOW THEREFORE, in consideration of the mutual promises and undertakings of the parties hereinafter set forth, it is hereby agreed as follows:

1. **Purpose**

   The purpose of this agreement is to provide the use of a county facility by PSFD for its radio communication systems.

2. **PSFD Obligations**

   For each COUNTY radio communication site used by the PSFD, the PSFD agrees to:

   a. Obtain any and all licenses, authorizations or special use permits from any and all government, private, or individual entities that apply, to operate radio equipment or any other communications equipment as mandated by law at the particular site location (Moqui Ridge Communications Site). Current copies of said licenses, authorizations or permits must be available for review by COUNTY and kept maintained by PSFD.

   b. Provide all engineering services as necessary to install and maintain the PSFD owned radio communications equipment using technical personnel from a service provider acceptable to COUNTY. A PSFD technician or COUNTY technician must be on the site when this maintenance work is performed, unless other acceptable arrangements are made in writing and agreeable to COUNTY subsequent to this Agreement as a later amendment.

   c. Contact the COUNTY SHERIFF Telecommunication Manager to coordinate installation or removal at COUNTY radio communication sites.

   d. Be responsible for notifying the COUNTY SHERIFF Telecommunication Manager or 911 Center in Flagstaff, after hours, when entering or leaving COUNTY buildings when unaccompanied by a COUNTY SHERIFF technician.

3. **COUNTY Obligations**

   For PSFD radio communications systems on COUNTY sites, COUNTY agrees to provide:

   a. Building and rack space to install the PSFD owned radio communications equipment. Antenna tower space at this site (Moqui Ridge Communications site) is provided by USFS Mogollon Ranger District, Coconino National Forest, through the USFS site permit process.

   b. Commercial AC power and standby AC power where available.
4. **Compensation**

The PSFD will reimburse COUNTY for all services listed in Paragraph Three (3) of this Agreement provided by COUNTY, and for the following items and services:

a. For each hour of employee time, plus all related expenses for each class of employee engaged in the necessary services. Authorized overtime shall be reimbursed at one and one-half times the rate of the employee’s regular rate of pay. Authorized travel shall be reimbursed at the rate of $**X** per mile as determined by Coconino County guidelines. Travel costs shall be pro-rated when services are provided to more than one site user during the same trip.

b. For all parts or supplies purchased by COUNTY to provide the above-stated services, including but not limited to actual costs incurred by COUNTY for the purchase of all parts or supplies, plus any shipping or handling expenses charged by the vendor. COUNTY will not charge any subsequent mark-up, administrative charges, or handling charges on any parts or supplies purchased to perform the above-stated services.

c. Upon renewal of this agreement for the second and every year thereafter, COUNTY will evaluate its operational costs for the radio communication site, itemize those costs, and apportion them among the site users. PSFD agrees to pay its portion of the operational costs for the renewal year and subsequent year based on the prior year’s actual costs. Operational costs include, but are not limited to utilities and maintenance.

d. COUNTY, by and through its Sheriff’s Office, will submit a bill or voucher to the PSFD on a monthly basis for all services referenced in Paragraph Three (3) of this Agreement. The billing will be for a period of service for which it is submitted (e.g., "previous month") and will include a description of the locations where services were performed and the equipment serviced. All bills or vouchers submitted pursuant to this Agreement shall be dated and reflect the Agreement number. All bills or vouchers will be submitted to the PSFD at the following address after which the PSFD, in a timely manner, will prepare the necessary forms to forward payment, and any needed information to COUNTY at the following address for crediting to the COUNTY SHERIFF appropriations account:

**SHERIFF**

Coconino County Sheriff’s Office
ATTN: Jim Driscoll, Sheriff
911 East Sawmill Road
Flagstaff, Arizona 86001

PINE-STRAWBERRY FIRE DISTRICT

Pine-Strawberry Fire District
ATTN: Gary Morris, Fire Chief
PO Box 441
6198 W. Hardscrabble Road
Pine, Arizona 85544

5. **Term**

The term of this Agreement shall be from July 1, 2019 through June 30, 2024 ("Term").

6. **Renewal of Agreement**

Renewal of this Agreement is dependent on and subject to the appropriation and availability of funding for each Party in each subsequent fiscal year. If sufficient funding is not made available to allow a Party to continue meeting its contractual obligations under this Agreement, that Party shall so notify the other Party and either Party may cancel this Agreement and have no further obligation to the other Party. In the alternative, the Parties may by mutual written agreement, modify this Agreement to the level of compensation, services or other consideration provided.

7. **Termination and Disposition of Property**

a. **Termination.**

   Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than ninety (90) days prior to the intended date of termination.

b. **Disposition of Property**

   The Parties do not contemplate joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or purchased by COUNTY for the site operation shall be retained by COUNTY, and equipment furnished or purchased by PSFD for the site shall be retained by PSFD.

8. **Records**
All accounts, reports, files and other records relating to this Agreement shall be kept for a minimum of five (5) years after termination of this Agreement and shall be open to reasonable inspection and audit by the other party during that period. Audits may be conducted, at a time mutually agreed upon by the parties, by any appropriate political subdivision or agency of the State of Arizona.

9. **Conduct of Operations**

Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and the actions of its own personnel while performing services under this Agreement, and each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers’ compensation and disability benefits.

10. **Insurance**

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

   b. 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:

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

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

   i. A Certificate of Insurance for workers’ compensation coverage. The insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for
losses arising from the work of the lessee’s (insert name) employees.

iii. The Lessee(insert name) 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 Lessee, the Lessee 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 Lessee will comply with statutory requirements for both workers’ compensation during the term of this Agreement. A Certificate of Insurance for workers’ compensation coverage, 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 Lessee.

11. Cancellation for Conflict of Interest

This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

12. Non-Assignability

Neither Party may assign any right or delegate a duty or responsibility
under this Agreement without the prior written consent of the other Party.

13. Immigration and Scrutinized Business Compliance

a. Both parties warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214.

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

c. Each party retains the legal right to inspect the papers of the other party or subcontractor employee who works on the contract to ensure that the other party or subcontractor(s) is complying with the warranty provided under paragraph (a) (above).

d. Per A.R.S. § 41-4401, each party hereby warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees.

14. Compliance with Non-Discrimination Laws

To the extent applicable, the Parties shall comply with all State and Federal laws and regulations which prohibit discrimination against any person based on race, religion, handicap, color, age, sex, sexual orientation, political affiliation or national origin, and the Parties shall prohibit discrimination in the employment or advancement in employment of a qualified person because of physical or mental disability including all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213).

15. Rights/Obligations of Parties Only

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.

16. Entire Agreement/Amendment

This Agreement, and its attachment 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 contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the Parties to this Agreement.

17. Invalidity of Part of the Agreement

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.

18. Governing Law

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order.

All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in their entirety in the Agreement. Each Party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this Agreement.

19. Notice

All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed United States postage prepaid or delivered personally to the respective parties at the following addresses:

If to COUNTY:

Coconino County Sheriff’s Office
Jim Driscoll, Sheriff
911 East Sawmill Road
Flagstaff, AZ 86001

If to PINE-STRAWBERRY FIRE DISTRICT:

Pine-Strawberry Fire District
Gary Morris, Fire Chief
PO Box 441
6198 W. Hardscrabble Road
Pine, Arizona 85544
20. Dispute Resolution Procedures

a. Meet and Confer Processes. In the event that the COUNTY or the PSFD believes that the other has committed a possible violation of this Agreement, it may request in writing that the parties meet and confer in good faith for the purpose of attempting to reach a mutually satisfactory resolution of the problem within ten (10) days of the date of service of said request; provided that if the complaining party believes that the problem identified creates a threat to public health or safety, the complaining party may proceed immediately with any remedy or resolution process available to it by law.

b. Notice of Disagreement. If the complaining party is not satisfied with the result of the meet and confer process, the complaining party may provide written notice to the other party that identifies and describes any alleged violation of the Agreement (Notice of Disagreement), with particularity, if available, and sets forth the action required to remedy the alleged violation.

c. Response to Notice of Disagreement. Within ten (10) days of service of a Notice of Disagreement, recipient shall provide a written response either denying or admitting the allegations set forth in the Notice of Disagreement and, if the truth of the allegations is admitted, setting forth in detail the steps it has taken and/or will take to cure the violations. Failure to serve a timely response shall entitle the complaining party to proceed with any alternative dispute resolution process the parties can then agree upon, or, failing agreement, with litigation.

d. Mediation. If a timely response to the Notice of Disagreement is timely served, the parties shall jointly select a mediator, and shall participate in good faith to mediate their dispute. If the parties can successfully resolve their dispute by mediation, such resolution shall be recorded in a settlement agreement, which shall become an amendment and/or addendum to this Agreement.

e. Failure to Resolve Dispute in Mediation. If the parties cannot reach a settlement agreement via mediation, then the complaining party may thereafter proceed with any alternative dispute resolution process the parties can then agree upon, or, failing agreement, with litigation.

IN WITNESS WHEREOF, the governing boards of each of the parties hereto have approved this Agreement by Resolution on the day and year first written below.

PINE-STRAWBERRY FIRE DISTRICT          COCONINO COUNTY
Pine-Strawberry Fire District Board  
Art Babbott  
Chair, Board of Supervisors

ATTEST:

Date

Clerk of the Board

Attorney Approval:

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorneys who have 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.

APPROVED AS TO FORM AND FOUND TO BE WITHIN THE POWERS OF THE BOARD OF SUPERVISORS UNDER THE LAWS OF ARIZONA:

Pine-Strawberry Fire District, Attorney  
Deputy County Attorney

ATTACHMENT 1

SHERIFF Radio Sites currently used by the PINE-STRAWBERRY FIRE DISTRICT:

<table>
<thead>
<tr>
<th>Site</th>
<th>Amount</th>
<th>Radio Shop</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheriff Radio Building at:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Moqui Ridge/Blue Ridge</td>
<td></td>
<td>Niles Radio</td>
</tr>
</tbody>
</table>
34-34-46.34 North Latitude
111-11-51.42 West Longitude.
Township 21N Range 11E
Section 21 SW ¼ SW 1/4

<table>
<thead>
<tr>
<th>Agency / Contact</th>
<th>Contact Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coconino County Sheriff’s Office</td>
<td></td>
</tr>
<tr>
<td>Communication Manager</td>
<td></td>
</tr>
<tr>
<td>Doug Townsend</td>
<td>928-226-5106</td>
</tr>
<tr>
<td>Flagstaff Police/Coconino Sheriff</td>
<td></td>
</tr>
<tr>
<td>911 Center</td>
<td>928-774-4523</td>
</tr>
<tr>
<td>Flagstaff Police 911 Center Manager</td>
<td></td>
</tr>
<tr>
<td>Katie Brandis</td>
<td>928-213-3373</td>
</tr>
<tr>
<td>Blue Ridge Fire District</td>
<td></td>
</tr>
<tr>
<td>Main Station</td>
<td>928-477-2751</td>
</tr>
<tr>
<td>Pine-Strawberry Fire District</td>
<td></td>
</tr>
<tr>
<td>Chief Gary Morris</td>
<td>928-476-4272</td>
</tr>
</tbody>
</table>
DATE: August 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Jim Driscoll, Coconino County Sheriff

SUBJECT: Consideration and possible action to approve a carryover from Fiscal Year 2019 to Fiscal Year 2020, in the amount of $4,110.00, to continue the Train and Sustain Citizen Corp Programs funded by the previously approved Federal Fiscal Year 2018 Arizona Department of Homeland Security (AZDOHS) Grant Program award #180100-01, through 09/30/19.

RECOMMENDED MOTION:

Approve a carryover from Fiscal Year 2019 to Fiscal Year 2020, in the amount of $4,110.00, to continue the Train and Sustain Citizen Corp Programs funded by the previously approved Federal Fiscal Year 2018 Arizona Department of Homeland Security (AZDOHS) Grant Program award #180100-01, through 09/30/19.

BACKGROUND:

The Board of Supervisors approved the AZDOHS FFY18 Grant Award #180100-01 on 10/19/18, 2019 in the amount of $14,986 to purchase equipment, training and travel for the Community Emergency Response Team (CERT) programs.

Coconino County Citizen Corps educates and trains community members in preparedness and basic disaster response skills, so that they take a more active role in preparing and assisting others in their neighborhood or workplace following an event or disaster. The goals of Coconino County Citizen Corps Council are to serve as an umbrella for Community Emergency Response Team (CERT), Volunteers in Public Service (VIPS), Medical Reserve Corps (MRC), and Neighborhood Watch USA (NW). They sustain and enhance existing teams and programs. The goal includes needs assessments in rural areas to determine where basic training should be delivered.

The purpose of our program that this grant will fund is to provide volunteer support to public safety and the community in times of disasters and emergencies. The program supports neighborhoods in sustaining and establishing NW programs to foster a partnership of trust and shared responsibility. NW and VIPS assist law enforcement in partnering with neighbors to identify problems, resources, and solutions. Monthly NW meetings are a forum for communication between government, law enforcement, and the community. Currently there are
approximately 420 CERT volunteers and will increase throughout the County by the completion of the funding period. There are currently 9 successful NW programs with more planned.

With the funding provided by this grant, we will be able to purchase supplies for CERT including backpack kits, publishing materials, printing for continuing mailings, recruitment supplies, “masked bad guy” signs for NW, personal security handbooks, pamphlets for crime prevention personal safety, drug abuse prevention, coloring books, home security, child safety, stranger danger, and supplies such as pens, pencils, etc. A small portion of this award will be used to travel to participate in other jurisdictions CERT exercises and travel expenses for instructors conducting training classes in remote area locations of the county.

ALTERNATIVES:

The alternative would be to request General Funds.

FISCAL IMPACT:

The grant period is from 10/01/18 through 09/30/19. The carryover will allow us to complete the purchases and training through the end of the grant period. The account number is 1108.20.2005.2656.0000.633.

ATTACHMENTS:

1 - Staff Report
DATE: August 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Jim Driscoll, Coconino County Sheriff

SUBJECT: Consideration and possible action to approve the Intergovernmental Agreement (IGA) between the City of Flagstaff and the Coconino County Sheriff’s Office, for the allocation of $6,137.00 in Fiscal Year 2020 to the Coconino County Sheriff’s Office from the Federal Fiscal Year 2019 Byrne Justice Assistance Grant (JAG), and authorize the Sheriff to execute all documents pertaining to the grant.

RECOMMENDED MOTION:

Approve the Intergovernmental Agreement (IGA) between the City of Flagstaff and the Coconino County Sheriff’s Office, for the allocation of $6,137.00 in Fiscal Year 2020 to the Coconino County Sheriff’s Office from the Federal Fiscal Year 2019 Byrne Justice Assistance Grant (JAG), and authorize the Sheriff to execute all documents pertaining to the grant.

BACKGROUND:

In the past this grant funding has been named “Local Law Enforcement Block Grant” (LLEBG) and funded through the Bureau of Justice Assistance. With the previous blend of the Byrne Formula and (LLEBG) Programs, funds for the Byrne Justice Assistance Grant (JAG) Program are now available.

The City of Flagstaff has been certified as disparate and must submit a joint application for the aggregate of funds allocated. The disparate allocation occurs when the City is scheduled to receive one and one-half times more than the County, while the County bears more than 50% of the costs of prosecution and incarcerations that arise for Part 1 violent crimes reported by the City and County to the Federal Bureau of Investigation.

As part of the joint application process an IGA is required to be submitted to the funding agency indicating who will serve as applicant/fiscal agent for the joint funds. The IGA will authorize payment to the County in the amount of $6,137.00 of the funds allocated.
The Sheriff’s Office will use the funds to purchase two (2) cellular modem systems and a 24” plotter printer that will be used in our incident command trailers during law enforcement operations.

ALTERNATIVES:

The alternative is to use the funding for another purpose. If we do not accept this funding from the City of Flagstaff, they will be unable to apply for their funding.

FISCAL IMPACT:

There is minimal impact from this grant award. It is a reimbursement grant in the amount of $6,137.00. There is not a local or in-kind match. The period of performance is from 10/01/18 through 09/30/20. Account # 1105.20.2005.0000.0000.

ATTACHMENTS:

1 - Staff Report
2 - LOCAL JAG IGA
3 - EXHIBIT A - GENERAL CONDITIONS
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FLAGSTAFF, AZ AND COUNTY OF COCONINO, AZ

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2017 LOCAL SOLICITATION / CFDA #16.738

This Agreement is made and entered into this day of ______, 2019, by and between COCONINO COUNTY, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of FLAGSTAFF, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Coconino County, State of Arizona:

WHEREAS, this Agreement is made under the authority of Arizona Revised Statutes Section 11-952 as a joint exercise of powers; and,

WHEREAS, both parties are required to enter into this Intergovernmental Agreement as co-applicants of a grant under Edward Byrne Memorial Justice Assistance Grant Program and to designate a fiscal agent for purposes of administering grant funds; and,

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to serve as fiscal agent for purposes of accepting the JAG program grant award and to pay COUNTY a total of $6,137 of JAG funds.

Section 2.

COUNTY agrees to use $6,137 for the purposes outlined in the FY 2019 JAG Program award period of October 1, 2018 through September 30, 2020.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against either party other than claims for which liability may be imposed by the Federal Tort Claims Act. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 4.

Each party to this agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party. Neither party agrees to indemnify or hold harmless the other party.

Section 5.

Notwithstanding any other provision contained herein, this Agreement may be terminated if either party does not receive sufficient grant funds to carry out their purposes under the JAG program. Each party agrees to appropriate funds to continue its effort to apply for funding from the JAG program. If JAG funds are not awarded, the obligations of the parties shall terminate.
Section 6.

Before this Agreement can become effective and binding on either party, it must be approved by the respective governing bodies and the legal counsel of each party.

Section 7.

This Agreement shall remain in effect for the period of October 1, 2018, through September 30, 2020.

Section 8.

The County and the City, as co-applicants, agree to comply with the and “General Conditions” for OJP Awards in FY 2019 attached as Exhibit A to this Agreement.

Section 9.

This Agreement may be cancelled pursuant to Arizona Revised Statutes Section 38-511.

Approved by Resolution of the respective governing bodies hereto:

Dated: ___________________________ Dated: ___________________________

CITY OF FLAGSTAFF, AZ COUNTY OF COCONINO, AZ

Coral Evans, Mayor Lena Fowler, Chair

ATTEST:

City Clerk Clerk of the Board

APPROVED AS TO FORM AND PROPER AUTHORITY:

City Attorney Deputy County Attorney
OJP expects that all (or virtually all) awards made in FY 2019 will include all of the award conditions set out below.

Individual awards typically also will include additional award conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; to the substance of the funded application; to the recipient's performance under other federal awards; to the recipient's legal status (e.g., as a for-profit entity); or to other pertinent considerations.

- Requirements of the award; remedies for non-compliance or for materially false statements
- Applicability of Part 200 Uniform Requirements
- Compliance with DOJ Grants Financial Guide
- Reclassification of various statutory provisions to a new Title 34 of the United States Code
- Required training for Point of Contact and all Financial Points of Contact
- Requirements related to "de minimis" indirect cost rate
- Requirement to report potentially duplicative funding
- Requirements related to System for Award Management and Universal Identifier Requirements
- Employment eligibility verification for hiring under the award
- Requirement to report actual or imminent breach of personally identifiable information (PII)
- All subawards ("subgrants") must have specific federal authorization
- Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000
- Unreasonable restrictions on competition under the award; association with federal government
- Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)
- Determination of suitability to interact with participating minors
- Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events
- Requirement for data on performance and effectiveness under the award
- OJP Training Guiding Principles
- Effect of failure to address audit issues
- Potential imposition of additional requirements
- Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42
- Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54
- Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38
- Restrictions on "lobbying"
- Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)
- Reporting potential fraud, waste, and abuse, and similar misconduct
- Restrictions and certifications regarding non-disclosure agreements and related matters
- Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)
- Encouragement of policies to ban text messaging while driving
- Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ
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 assurances or certifications 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. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification 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 award funds, disallow costs, or suspend or terminate the award. The U.S. 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 a 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.

Applicability of Part 200 Uniform Requirements

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") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.
Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Requirements related to "de minimis" indirect cost rate
A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

**Requirement to report potentially duplicative funding**

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards 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 provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

**Requirements related to System for Award Management and Universal Identifier Requirements**

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at [https://www.sam.gov/SAM/](https://www.sam.gov/SAM/). This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at [https://ojp.gov/funding/Explore/SAM.htm](https://ojp.gov/funding/Explore/SAM.htm) (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

**Employment eligibility verification for hiring under the award**

1. The recipient (and any subrecipient at any tier) must--

   A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

   B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

      1. (1) this award requirement for verification of employment eligibility, and

      2. (2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.everify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.
Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--(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 recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at [https://ojp.gov/funding/Explore/SubawardAuthorization.htm](https://ojp.gov/funding/Explore/SubawardAuthorization.htm) (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at [https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm](https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm) (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government
Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "managed and administered[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("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, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an
associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual’s employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

**Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events**

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

**Requirement for data on performance and effectiveness under the award**

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

**OJP Training Guiding Principles**

Any training or training materials that the recipient -- or any subrecipient (“subgrantee”) at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

**Effect of failure to address audit issues**

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)
Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) 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.

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award— (1) submitted a 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.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by—(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") 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.

1. In accepting this award, the recipient--

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.

2. If the recipient 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.

**Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

The recipient (and any subrecipient at any tier) 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.

The recipient 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.
Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
DATE: August 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Jim Driscoll, Coconino County Sheriff

SUBJECT: Consideration and possible action to approve a renewal of the Intergovernmental Agreement (IGA) between the Blue Ridge Fire District (BRFD) and Coconino County Sheriff's Office, for the sharing of radio sites to mutually enhance radio coverage of both entities, for the period of July 1, 2019 to June 30, 2024, in the estimated reimbursement amount of $1,000 annually.

RECOMMENDED MOTION:

Approve a renewal of the Intergovernmental Agreement (IGA) between the Blue Ridge Fire District (BRFD) and Coconino County Sheriff's Office, for the sharing of radio sites to mutually enhance radio coverage of both entities, for the period of July 1, 2019 to June 30, 2024, in the estimated reimbursement amount of $1,000 annually.

BACKGROUND:

The Coconino County Sheriff’s Office (CCSO) currently operates a wireless radio network within Coconino County, for the purpose of providing radio dispatch to Sheriff’s Officers in the field when responding to calls for service from citizens of Coconino County. Though the CCSO has and extensive radio communication system, there are still some areas of marginal coverage and need of improvement. The purpose of this agreement is to continue fulfilling the need of a modern and reliable radio communication system for both the (CCSO) and the Blue Ridge Fire District (BRFD). The use of CCSO radio sites for the purpose of providing BRFD with much needed radio coverage and the use of BRFD sites for the purpose of providing CCSO much needed radio coverage not presently available in some areas to enhance the communications systems of both parties.

The sharing of strategically located communication sites and services allows both entities to cut costs and provide more efficient radio communication to their respective agencies. Any costs will be based on use of any services provided by the host agency to include engineering services, building and tower space, rigger services, commercial AC power and standby AC power where available; the total due will be the net amount per billing period. Parties may waive billing upon mutual agreement. The overall impact of sharing sites is the ability to provide efficient wireless communication without having to build or create more sites which can be cost prohibitive when other agency sites may be available.
ALTERNATIVES:

An alternative to sharing sites would be to build additional respective agency sites at many locations that currently have sites (buildings) available which could be shared. This would increase operating costs for each respective agency when it may not be necessary unless their use demands more space than available at a shared site.

FISCAL IMPACT:

There were no initial costs paid to the host. All set up costs were absorbed by the user agency. Any costs that may occur will be based on use of any services provided by the host agency to include engineering services, building and tower space, rigger services, commercial AC power and standby AC power where available, the total due will be the net amount per billing period. Parties may waive billing upon mutual agreement. We are billing Blue Ridge Fire Department any expenses associated with the agreement on an annual basis. The account number is #1001.20.2005.2666.0000.633.

ATTACHMENTS:

1 - Staff Report
2 - BLUE RIDGE FIRE RADIO IGA
INTERGOVERNMENTAL AGREEMENT
FOR RADIO SITE USE
BETWEEN
COCONINO COUNTY SHERIFF’S OFFICE
AND
BLUE RIDGE FIRE DISTRICT

This agreement is entered into this _______ day of ___________ 2019, by and between Coconino County, a political subdivision of the State of Arizona, on behalf of the Coconino County Sheriff’s Office, hereinafter referred to as “COUNTY”, and the Blue Ridge Fire District, a political subdivision of the State of Arizona, hereinafter referred to as “BRFD”.

WHEREAS, COUNTY owns and operates a radio communication building along Forest Road 791 to 791B (3.8 miles from State Highway 87), T14N, R11E, SW ¼, SW ¼, (Lat (NAD83)34.34.46.6N) (Long (NAD83)111.11.50.9W) also known as Moqui Ridge, in the Mogollon Ranger District of the Coconino National Forest;

WHEREAS, COUNTY is willing to allow the BRFD to share space in their building located at Moqui Ridge Communications Site, provided technical parameters allow for non-interfering operation between existing services and any new services proposed by BRFD, for the purpose of providing the BRFD with much needed radio coverage not presently available in Blue Ridge Fire District and surrounding area;

WHEREAS, this agreement provides for shared space with the Coconino County Sheriff at Moqui Ridge Communications site to include use of rack space, AC power and an existing radio bridge to a fixed 30 foot USFS tower on site;

WHEREAS, all radio communications systems components used by BRFD will be provided by BRFD to include but not limited to a radio, amplifier, duplexer, antennas, coax, connectors;

WHEREAS, BRFD is willing to pay the cost of installation and maintenance of the required communications components; and,

WHEREAS, the BRFD is authorized to enter into this Agreement pursuant to A.R.S. § 48-805(B)(16) and A.R.S. § 11-951, et. seq., and COUNTY is authorized to enter into this Agreement by approval of Coconino County Board of Supervisors pursuant to A.R.S. §§ 11-201(A)(3), 11-251(41) and 11-951 et seq.

NOW THEREFORE, in consideration of the mutual promises and undertakings of the parties hereinafter set forth, it is hereby agreed as follows:

1. Purpose
The purpose of this agreement is to provide the use of a county facility by BRFD for its radio communication systems.

2. **BRFD Obligations**

For each COUNTY radio communication site used by the BRFD, the BRFD agrees to:

a. Obtain any and all licenses, authorizations or special use permits from any and all government, private, or individual entities that apply, to operate radio equipment or any other communications equipment as mandated by law at the particular site location (Moqui Ridge Communications Site). Current copies of said licenses, authorizations or permits must be available for review by COUNTY and kept maintained by BRFD.

b. Provide all engineering services as necessary to install and maintain the BRFD owned radio communications equipment using technical personnel from a service provider acceptable to COUNTY. A BRFD technician or COUNTY technician must be on the site when this maintenance work is performed, unless other acceptable arrangements are made in writing and agreeable to COUNTY subsequent to this Agreement as a later amendment.

c. Contact the COUNTY SHERIFF Telecommunication Manager to coordinate installation or removal at COUNTY radio communication sites.

d. Be responsible for notifying the COUNTY SHERIFF Telecommunication Manager or 911 Center in Flagstaff, after hours, when entering or leaving COUNTY buildings when unaccompanied by a COUNTY SHERIFF technician.

3. **COUNTY Obligations**

For BRFD radio communications systems on COUNTY sites, COUNTY agrees to provide:

a. Building and rack space to install the BRFD owned radio communications equipment. Antenna tower space at this site (Moqui Ridge Communications site) is provided by USFS Mogollon Ranger District, Coconino National Forest, through the USFS site permit process.

b. Commercial AC power and standby AC power where available.
4. **Compensation**

The BRFD will reimburse COUNTY for all services listed in Paragraph Three (3) of this Agreement provided by COUNTY, and for the following items and services:

a. For each hour of employee time, plus all related expenses for each class of employee engaged in the necessary services. Authorized overtime shall be reimbursed at one and one-half times the employee’s regular rate. Travel costs (vehicle mileage, employee time, per diem) shall be pro-rated when services are provided to more than one site user during the same trip.

b. For all parts or supplies purchased by COUNTY to provide the above-stated services, including but not limited to actual costs incurred by COUNTY for the purchase of all parts or supplies, plus any shipping or handling expenses charged by the vendor. COUNTY will not charge any subsequent mark-up, administrative charges, or handling charges on any parts or supplies purchased to perform the above-stated services.

c. Upon renewal of this agreement for the second and every year thereafter, COUNTY will evaluate its operational costs for the radio communication site, itemize those costs, and apportion them among the site users. BRFD agrees to pay its portion of the operational costs for the renewal year and subsequent year based on the prior year’s actual costs. Operational costs include, but are not limited to utilities and maintenance.

d. COUNTY, by and through its Sheriff’s Office, will submit a bill or voucher to the BRFD on a monthly basis for all services referenced in Paragraph Three (3) of this Agreement. The billing will be for a period of service for which it is submitted (e.g., "previous month") and will include a description of the locations where services were performed and the equipment serviced. All bills or vouchers submitted pursuant to this Agreement shall be dated and reflect the Agreement number. All bills or vouchers will be submitted to the BRFD at the following address after which the BRFD, in a timely manner, will prepare the necessary forms to forward payment, and any needed information to COUNTY at the following address for crediting to the COUNTY SHERIFF appropriations account:

SHERIFF
Coconino County Sheriff’s Office
ATTN: Jim Driscoll, Sheriff
911 East Sawmill Road
Flagstaff, Arizona 86001

BLUE RIDGE FIRE
Blue Ridge Fire District
ATTN: Philip E. Paine, Chief
5. **Term**

The term of this Agreement shall be from July 1, 2019 through June 30, 2024 (“Term”).

6. **Renewal of Agreement**

Renewal of this Agreement is dependent on and subject to the appropriation and availability of funding for each Party in each subsequent fiscal year. If sufficient funding is not made available to allow a Party to continue meeting its contractual obligations under this Agreement, that Party shall so notify the other Party and either Party may cancel this Agreement and have no further obligation to the other Party. In the alternative, the Parties may by mutual written agreement, modify this Agreement to the level of compensation, services or other consideration provided.

7. **Termination and Disposition of Property**

   a. **Termination.**

      Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than ninety (90) days prior to the intended date of termination.

   b. **Disposition of Property**

      The Parties do not contemplate joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or purchased by COUNTY for the site operation shall be retained by COUNTY, and equipment furnished or purchased by BRFD for the site shall be retained by BRFD.

8. **Records**

All accounts, reports, files and other records relating to this Agreement shall be kept for a minimum of five (5) years after termination of this Agreement and shall be open to reasonable inspection and audit by the other party during that period. Audits may be conducted, at a time mutually agreed upon by the parties, by any appropriate political subdivision or agency of the State of Arizona.

9. **Conduct of Operations**

Each Party agrees to be responsible for the conduct of its operations and
performance of contract obligations and the actions of its own personnel while performing services under this Agreement, and each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers’ compensation and disability benefits.

10. **Insurance**

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

   b. 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:

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

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

      i. A Certificate of Insurance for workers’ compensation coverage. The insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from the work of the lessee’s (insert name) employees.

      iii. The Lessee 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 Lessee, the Lessee 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 Lessee will comply with statutory requirements for both workers’ compensation during the term of this Agreement. A Certificate of Insurance for workers’ compensation coverage, 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 Lessee.

11. Cancellation for Conflict of Interest

This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

12. Non-Assignability

Neither Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Party.

13. Immigration and Scrutinized Business Compliance

a. Both parties warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214.

b. A breach of warranty under paragraph (a) (above) shall be deemed a material breach of the agreement that is subject to penalties up to and including termination of the contract.
c. Each party retains the legal right to inspect the papers of the other party or subcontractor employee who works on the contract to ensure that the other party or subcontractor(s) is complying with the warranty provided under paragraph (a) (above).

d. Per A.R.S. § 41-4401, each party hereby warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees.

14. **Compliance with Non-Discrimination Laws**

To the extent applicable, the Parties shall comply with all State and Federal laws and regulations which prohibit discrimination against any person based on race, religion, handicap, color, age, sex, sexual orientation, political affiliation or national origin, and the Parties shall prohibit discrimination in the employment or advancement in employment of a qualified person because of physical or mental disability including all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213).

15. **Rights/Obligations of Parties Only**

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.

16. **Entire Agreement/Amendment**

This Agreement, and its attachment 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 contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the Parties to this Agreement.

17. **Invalidity of Part of the Agreement**

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.

18. **Governing Law**
This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order.

All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in their entirety in the Agreement. Each Party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this Agreement.

19. Notice

All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed United States postage prepaid or delivered personally to the respective parties at the following addresses:

If to COUNTY:

Jim Driscoll, Sheriff County
911 East Sawmill Road
Flagstaff, AZ 86001

IF to Blue Ridge Fire District:

Chief Philip E. Paine
Blue Ridge Fire District
5023 Enchanted Lane
Happy Jack, AZ 86024

20. Dispute Resolution Procedures

a. Meet and Confer Processes. In the event that the COUNTY or the BRFD believes that the other has committed a possible violation of this Agreement, it may request in writing that the parties meet and confer in good faith for the purpose of attempting to reach a mutually satisfactory resolution of the problem within ten (10) days of the date of service of said request; provided that if the complaining party believes that the problem identified creates a threat to public health or safety, the complaining party may proceed immediately with any remedy or resolution process available to it by law.

b. Notice of Disagreement. If the complaining party is not satisfied with the result of the meet and confer process, the complaining party may provide written notice to the other party that identifies and describes any alleged violation of the Agreement (Notice of Disagreement), with particularity, if
available, and sets forth the action required to remedy the alleged violation.

c. **Response to Notice of Disagreement.** Within ten (10) days of service of a Notice of Disagreement, recipient shall provide a written response either denying or admitting the allegations set forth in the Notice of Disagreement and, if the truth of the allegations is admitted, setting forth in detail the steps it has taken and/or will take to cure the violations. Failure to serve a timely response shall entitle the complaining party to proceed with any alternative dispute resolution process the parties can then agree upon, or, failing agreement, with litigation.

d. **Mediation.** If a timely response to the Notice of Disagreement is timely served, the parties shall jointly select a mediator, and shall participate in good faith to mediate their dispute. If the parties can successfully resolve their dispute by mediation, such resolution shall be recorded in a settlement agreement, which shall become an amendment and/or addendum to this Agreement.

e. **Failure to Resolve Dispute in Mediation.** If the parties cannot reach a settlement agreement via mediation, then the complaining party may thereafter proceed with any alternative dispute resolution process the parties can then agree upon, or, failing agreement, with litigation.

21. **Joint Representation Agreement and Waiver of Conflicts**

a. By signing below the parties, and each of them, acknowledge that they are represented by the Coconino County Attorney's Office, that they have been informed of the reasonable risks and benefits of joint representation, and advised of potential areas of conflict, as well as the consequences of the occurrence of a conflict.

b. Among the potential risks of a joint representation, each of the parties acknowledges that it has been advised that there is no attorney-client confidentiality as between the parties with regard to any information or materials shared by them with the Coconino County Attorney’s Office, and information and materials disclosed to the attorneys working on this Agreement by one party may be shared with the other party. Further, the parties acknowledge that they were advised that the attorneys cannot put one party’s interests above the interests of the other party. Further, the parties acknowledge that they were advised that the attorneys cannot, under any circumstances, represent either party against the other before a tribunal or alternative dispute resolution hearing with regard to the subject matter relating to this Agreement.

c. Among benefits, the parties acknowledge that they were advised that joint representation may substantially reduce costs, may allow for speedier
review, revision, and implementation of this Agreement, and could potentially facilitate more cordial and open negotiations.

d. As to potential consequences of joint representation, the parties acknowledge that they have been advised that should a direct conflict arise between them that cannot be resolved, the County Attorney’s Office may be required to withdraw from the representation of both parties, and new, independent counsel would need to be retained by each party respectively.

e. Each of the parties has been encouraged by the Coconino County Attorney’s Office to seek independent advice regarding its waiver of potential conflicts and as to joint representation with regard to this Agreement. Having been so advised, both parties further acknowledge that they understand their rights, and notwithstanding this disclosure, each of the parties hereby agrees to joint representation and does further waive any potential conflict to the extent known as of the date of approval by its respective governing body. To the best of each party’s knowledge, no apparent conflict is known to exist and each party consents to being represented by the Coconino County Attorney's Office with regard to this Agreement.

f. The parties further agree and consent, by their signatures below, that in the event of a dispute arising from this Agreement that cannot be resolved, that the Coconino County Attorney’s Office may withdraw and not represent either of the parties, including, but not limited to, representation of the parties in any litigation or alternative dispute resolution proceeding, and that each party will be responsible for obtaining independent replacement counsel.
IN WITNESS WHEREOF, the governing boards of each of the parties hereto have approved this Agreement by Resolution on the day and year first written below.

BLUE RIDGE FIRE DISTRICT

Blue Ridge Fire District Board

Date

COCONINO COUNTY

Lena Fowler
Chair, Board of Supervisors

ATTEST:

______________________________
Lindsay Daley, Clerk of the Board

Attorney Approval:

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorneys who have 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.

APPROVED AS TO FORM
AND FOUND TO BE WITHIN
THE POWERS OF A FIRE
DISTRICT UNDER THE LAWS
OF ARIZONA:

Blue Ridge Fire District, Attorney

APPROVED AS TO FORM AND
FOUND TO BE WITHIN THE
POWERS OF THE BOARD OF
SUPERVISORS UNDER THE
LAWS OF ARIZONA:

______________________________
Rose Winkeler,
Deputy County Attorney
ATTACHMENT 1

SHERIFF Radio Sites currently used by the BLUE RIDGE FIRE DISTRICT:

<table>
<thead>
<tr>
<th>Site</th>
<th>Amount</th>
<th>Radio Shop</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheriff Radio Building at:</td>
<td></td>
<td>Niles Radio</td>
</tr>
<tr>
<td>Moqui Ridge/Blue Ridge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>34-34-46.34 North Longitude.</td>
<td></td>
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<tr>
<td>111-11-51.42 West Latitude</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Township 21N Range 11E</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section 21 SW ¼ SW ¼</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Communications Building at:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coconino County Sheriff/Flagstaff Police Administrative Facility (LEAF)</td>
<td>Niles Radio</td>
<td></td>
</tr>
<tr>
<td>911 E. Sawmill Road, Flagstaff, Arizona</td>
<td></td>
<td></td>
</tr>
<tr>
<td>35-11-15.76 North Longitude</td>
<td></td>
<td></td>
</tr>
<tr>
<td>111-38-29.37 West Latitude</td>
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</table>

(Microwave Link)

<table>
<thead>
<tr>
<th>Agency / Contact</th>
<th>Contact Number</th>
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</thead>
<tbody>
<tr>
<td>Coconino County Sheriff’s Office Communication Manager Doug Townsend</td>
<td>928-226-5106</td>
</tr>
<tr>
<td>Flagstaff Police/Coconino Sheriff 911 Center</td>
<td>928-774-4523</td>
</tr>
<tr>
<td>Flagstaff Police 911 Center Manager Katie Brandis</td>
<td>928-213-3373</td>
</tr>
<tr>
<td>Blue Ridge Fire District Main Station</td>
<td>928-477-2751</td>
</tr>
<tr>
<td>Blue Ridge Fire District Chief Philip E. Paine</td>
<td>928-951-5535</td>
</tr>
</tbody>
</table>
DATE: August 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Jim Driscoll, Coconino County Sheriff

SUBJECT: Consideration and possible action to approve a carryover from Fiscal Year 2019 to Fiscal Year 2020, in the amount of $6,543.00, to continue to purchase and install equipment at radio towers to create a redundant microwave link utilized in the Sheriff’s Office radio communications, funded by the previously approved Federal Fiscal Year 2018 Arizona Homeland Security Grant Program award #180100-02, through 09/30/19.

RECOMMENDED MOTION:

Approve a carryover from Fiscal Year 2019 to Fiscal Year 2020, in the amount of $6,543.00, to continue to purchase and install equipment at radio towers to create a redundant microwave link utilized in the Sheriff’s Office radio communications, funded by the previously approved Federal Fiscal Year 2018 Arizona Homeland Security Grant Program award #180100-02, through 09/30/19.

BACKGROUND:

The Board of Supervisors approved the AZDOHS Federal Fiscal Year 2018 Grant Award #180100-02 on 10/19/18, 2019 in the amount of $51,000.00 to purchase equipment and installation at radio towers.

The Sheriff’s Office radio network consists of multiple mountaintop radio sites, transmitting on VHF radio frequencies in analog mode. This system leads to failures that present a larger geographic loss of coverage when they occur. Migrating to narrowband created loss of coverage and communications issues. These issues center on the connections between sites.

This system also relies on analog UHF radio links to some degree and has suffered interference from unlicensed and transient users. This project will convert radio tower sites to a P25 (digital) network mode of operation. The project consists of 9 phases; Law Enforcement Administrative Facility (LEAF) microwave link, Jack’s Peak link, Frequency 1 Williams, Frequency 1 Eldon, Frequency 2 Eldon, Frequency 1, Frequency 2, Frequency 3, and LEAF redundant microwave.
Currently, all tower and officer radio and repeaters have been moved to narrowband. All officer radios and vehicle repeaters have been moved to P25 capability. Some tower site equipment has been upgraded to P25. The objective of this project is to obtain the necessary standardized equipment to operate effectively in a P25 compliant VHF MHz environment with other regional public safety partners.

Our project to upgrade our operable communication system to P25 will expand coverage and capabilities that is utilized by other agencies within our jurisdiction. In phases, this project consists of installing a microwave link, a redundant microwave link, upgrading links to P25, upgrading control stations to P25, and upgrading tower repeaters to P25. The completion of this project will improve interagency communications between the Sheriff’s Office and other law enforcement such as Williams PD, Page PD, USFS, Search and Rescue (SAR), tribal, state and federal agencies, fire services, and other emergency entities. Our county is of tremendous size and geographically widespread. The need for standardized equipment for communication during multi-agencies operations is critical when responding to the immediate needs of the community during any emergency or disaster situation.

This grant award will complete phase seven of our 9 phase project, upgrade of Hopi Point communications site.

ALTERNATIVES:

The alternative would be to request General Fund support.

FISCAL IMPACT:

The grant period is from 10/01/18 through 09/30/19. The carryover will allow us to complete the purchases and training through the end of the grant period. The account number is 1108.20.2005.2657.0000.633.

ATTACHMENTS:

1 - Staff Report
DATE: August 29, 2019

TO: Honorable Chair and Members of the Board

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

SUBJECT: Consideration and possible action regarding approval of a carryover request from Fiscal Year 2019 to Fiscal Year 2020, in the amount of $611,000, for repair work required as a result of the North Schultz Flood Event.

RECOMMENDED MOTION:

Approve a carryover request from Fiscal Year 2019 to Fiscal Year 2020, in the amount of $611,000, for repair work required as a result of the North Schultz Flood Event.

BACKGROUND:

On July 18th, 2018, Coconino County experienced a 1,000-year rain event in the Schultz Flood Area. Estimates to repair damaged structures totaled $1.2M for on and off-forest repairs. Repairs began June of 2019 and were projected to be completed by July 31st, 2019; however, repair work did not finish until August of 2019. CCFCD is requesting the remaining balance, budgeted in Fiscal Year 2019, be carried over into the budget for Fiscal Year 2020, so expenses can be paid for work completed in FY20. The breakdown for this request of $611,000 is as follows:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Original PO Amt.</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kinney Construction Services</td>
<td>$639,372.50</td>
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<tr>
<td>Tiffany Construction</td>
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<td>ATL</td>
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<tr>
<td>Buffalo Fence</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Total:</td>
<td>$610,077.60</td>
<td>$610,077.60</td>
</tr>
</tbody>
</table>

CCFCD is working with Arizona Department of Emergency and Military Affairs (AZDEMA) to secure a reimbursement estimated to be 75% of eligible expenses.

ALTERNATIVES:

The following alternatives are available to the Board of Supervisors:
• Deny the carryover request and use existing funding for FY20 to offset the North Schultz Flood Event repairs, this would require postponing or cancelling other Flood Control District projects.

FISCAL IMPACT:

Moving budgeted funding from Fiscal Year 2019 to Fiscal Year 2020 will increase the Flood Control District’s budgeted expenditures for Fiscal Year 2020 by $611,000. This will bring the total budgeted expenses to $5,036,963 for Fiscal Year 2020.

ATTACHMENTS:

1 - Staff Report
DATE: August 29, 2019

TO: Honorable Chair and Members of the Board

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

SUBJECT: Consideration and possible action regarding approval of the Specific Project Agreement for the Bill Williams Mountain Steep Slope Thinning Project, between Coconino County Flood Control District and the National Forest Foundation, to reduce the threat of post-wildfire flooding, in an amount up to $800,000 in FY2020.

RECOMMENDED MOTION:

Approve Specific Project Agreement for the Bill Williams Mountain Steep Slope Thinning Project, between Coconino County Flood Control District and the National Forest Foundation, to reduce the threat of post-wildfire flooding, in an amount up to $800,000 in FY2020.

BACKGROUND:

In 2017, the Coconino County Flood Control District Board of Directors determined that catastrophic wildfire and post-wildfire flooding to be the number one public safety risk in the County. The identification of wildfire and post-wildfire flooding as the number public safety risk was based upon not only the County’s experience with the Schultz Fire and Flood Disasters, but also on the results of the FEMA-funded Post-Wildfire Debris-Flow & Flooding Assessment. The Assessment identified forest restoration as best approach to reducing this public safety threat.

The Assessment also determined that Bill Williams Mountain and its associated watersheds as some of the most critical watersheds to restore given that post-wildfire flooding into the City of Williams would have catastrophic impacts. Further analysis by Northern Arizona University’s Alliance Bank Economic Policy Institute study, Economic Impact of Post Fire Flooding: Bill Williams Mountain conservatively estimated $379 to $694 million in regional economic impacts from post-wildfire flooding. In 2018, Coconino County Flood Control District developed the Bill Williams Mountain Forest Restoration Proposal that outlined the goals of a pilot project to serve as a model project demonstrating the benefits of partnerships in reducing post-wildfire flooding impacts as well as enhancing the environment and supporting the development of a forest restoration industry. The project creates a platform for improving the legal, financial and technical processes underlying forest restoration with the goals of significantly increasing and accelerating forest restoration on Bill Williams Mountain. Coconino County Flood Control District and the National Forest Foundation (NFF) have created a 5-year Master Agreement.
where the two entities can, in partnership with the Kaibab National Forest, fund restoration activities on steep slopes that are highest priority in the watersheds that could impact the City of Williams. The Master Agreement allows the District to put funds into NFF’s “Challenge Cost Share” account and to work with NFF and USFS personnel in setting management priorities and maintenance of forest restoration activities on BWM. The County and NFF’s relationship has many benefits besides the Challenge Cost Share, which include the Northern Arizona Forest Fund, private fundraising and grant opportunities. The Coconino County Flood Control Board of Directors approved $800,000 for Fiscal Year 2020 to fund forest restoration work on Bill Williams Mountain.

The Specific Project Agreement (SPA) outlines the roles and responsibilities between the parties for effectuating the forest restoration of the northern steep slopes on Bill Williams Mountain. This initial SPA identifies that the District will fund $800,000 toward this project and that the NFF will engage the contractor and provide and secure the remaining needed funds to complete the agreed to 300 acres.

Current Status of Bill Williams Mountain Project:

The National Forest Foundation, in conjunction with the Kaibab National Forest, and their Challenge Cost Share Agreement have issued a Request for Proposal for treating 300 acres of National Forest Land on Bill Williams Mountain. These acres were identified as very critical to restoring the watershed above the City of Williams. The National Forest Foundation received three proposals and is currently in negotiations with a contractor. The work is intended to start in the fall of 2019 and be completed by December of 2020. Jay Smith, Coconino County’s Forest Restoration Director, has been involved with the process from the beginning in anticipation of Flood Control District funding being utilized to facilitate partial funding of this project.

ALTERNATIVES:

The following alternatives are available to the Board of Directors:
• Approve the Specific Project Agreement
• Disapprove the Specific Project Agreement

FISCAL IMPACT:

Approval of the Specific Project Agreement commits the District to funding up to $800,000 in FY2020, which was approved by the FCD Board of Directors during the FY2020 budget process.

ATTACHMENTS:

1 – Staff Report
2 – SPA between NFF & CCFD
3 – Exhibit B – CCSA Between NFF & FS Kaibab
SPECIFIC PROJECT AGREEMENT
BETWEEN
THE NATIONAL FOREST FOUNDATION
AND
COCONINO COUNTY FLOOD CONTROL DISTRICT

THIS SPECIFIC PROJECT AGREEMENT (“SPA”) is entered into between The National Forest Foundation (“NFF”) and the Coconino County Flood Control District ("District") (collectively “Parties” and singularly “Party”) for completing restoration of Bill Williams Steep Slope Thinning Project—Phase One (“Project”), located on Bill Williams Mountain within the Williams District of the Kaibab National Forest. The location the Project is more particularly described in “Appendix A,” attached hereto and incorporated herein by this reference.

WHEREAS, the Parties executed a Master Agreement for Forest Restoration Funding, dated September 4, 2019 (hereinafter the “Master Agreement”), that authorizes separate, project-specific agreements that can include the exchange of funds, technical expertise, and other goods or services that further the intent of the Master Agreement; and

WHEREAS, the Parties’ implementation of the terms of this SPA will fulfill the desire of the Parties to cooperate on forest restoration projects, resulting in reduction in the threat of catastrophic wildfire and post-wildfire flooding, improvements in public resource on National Forests, improved safety to the County’s communities, and improved watershed conditions; and

WHEREAS, the Parties have identified a specific project for collaboration, involving 300 acres of forest thinning work on Bill Williams Mountain, within the Kaibab National Forest near Williams, Arizona, as more particularly described in “Appendix A.” This work will occur on steep and rocky terrain and may require specialized equipment in order to cut and remove cut trees and downed woody debris.

NOW THEREFORE, in consideration of the mutual benefits and scope of work required to achieve those benefits contained herein, the District and the NFF agree to implement the following described Project, Bill Williams Steep Slope Thinning Project—Phase One.

Incorporation of Master Agreement:

This SPA is intended as a “Specific Project Agreement,” as referenced in, and authorized by, the Master Agreement between the Parties. As such, this SPA is governed by, and hereby incorporates herein by this reference, the recitals, limitations, conditions, provisions, covenants, and all other terms of the Master Agreement, as if restated here in full. All conflicts of terms between this SPA and the Master Agreement, if any, shall be resolved in favor of the Master Agreement.

Project Description:

The NFF, in coordination with the USDA Forest Service (Kaibab National Forest) and the District, will implement up to 300 acres of mechanical thinning on Bill Williams Mountain, in that certain area more particular described in “Appendix A.” Major tasks will include:
Selecting a contractor through a request for proposal process;
- Managing the contract during operations;
- Ensuring completion of work to Forest Service specifications;
- Reducing fuel loads on Bill Williams Mountain and
- Monitoring the risk of high-severity fire before and after treatments are completed.

A. The District shall:

1. Allocate funding for project costs associated with contracting and implementing the restoration Project. For the District’s 2019–2020 Fiscal Year’s, the District shall allocate EIGHT HUNDRED THOUSAND dollars ($800,000), which shall be contributed within 30 days of the execution of this SPA. The District acknowledges that 15% of these funds will go toward NFF’s indirect expenses.

2. Provide technical guidance to support the use of an Air Curtain Burner for slash removal. The District may provide support to encourage the sale of wood decks following the completion of the project. Sale of wood decks are the responsibility of the Kaibab National Forest, as per the “Challenge Cost Share” the NFF holds with the Kaibab National Forest, a copy of which document is attached this SPA as “Appendix B,” and incorporated herein by this reference. The District and NFF may, but need not, help by coordinating with timber purchasers and providing technical support to encourage the creation of conditions necessary to sell commercial log decks from this Project. However, in no case shall it be, or at any time become, the responsibility of the District to remove, sell, or dispose of log decks. Such responsibility shall at all times remain with the Kaibab National Forest until the ownership of the log decks can be transferred to the NFF, the District, or another third-party.

3. Work with NFF to select a contractor that is satisfactory to the District, NFF, and the Kaibab National Forest.

4. Provide the following as liaison:

   Jay Smith
   Forest Restoration Director
   Coconino County Public Works
   jaysmith@coconino.az.gov
   928-525-4276

B. The NFF shall:

1. Collect funds from the District and deposit them in a restricted account, administer the financial tracking of the Project, and use those funds for the implementation and management of the Project.

2. Provide reports on accomplishments quarterly.
3. Leverage District funds by raising additional funds for the Project implementation. Additional leverage may occur through other public and private donations as well as committed funds from NFF grant programs and seeking additional grants through foundations and federal and state grant programs.

4. Develop appropriate design criteria for the restoration Project in cooperation with the District, U.S. Forest Service, and subject matter experts.

5. Purchase or otherwise obtain all materials needed to complete the Project.

6. Provide or contract all equipment and labor required to complete the Project.

7. Manage on-site project implementation in coordination with the U.S. Forest Service.

8. Fund remaining costs of the project not covered by this SPA through direct and in-kind contributions from other partners.

9. Complete restoration work no later than 4 years from date of execution, providing photo and written documentation to the District as soon as the Project is completed.

10. Work with the District in monitoring Project effectiveness and wildfire risk reduction

11. Provide the following as liaison:

   Spencer Plumb  
   Arizona Program Manager,  
   National Forest Foundation  
   Flagstaff, AZ  
   splumb@nationalforests.org | 928.961.2486

C. The District and the NFF mutually agree:

1. To work together to promote the activities and goals of this SPA and the respective missions of the District and the NFF.

2. That the conduct and control of work on the Project shall be the sole and exclusive responsibility of NFF. However, notwithstanding any other term of this SPA, the Parties will operate as independent contractors and not as an officers, agents, servants, or employee of each other.

   a. The Parties will be solely responsible for the acts and omissions of their respective officers, agents, servants, and employees. As independent contractors, the Parties are responsible for the payment of all applicable income and employment taxes and for providing all workers’ compensation insurance required by law for their respective operations.
b. The Parties will operate as independent entities from one another, and none of the employees of the Parties are to be considered employees of the other Party or of Coconino County. The Parties’ respective employees are not eligible for group health insurance or other benefits of the other Party or of Coconino County.

c. The Parties have no authority to enter into other or further contracts or agreements on behalf of the other. This SPA does not create a partnership between the Parties.

3. It is the intent of the Parties to fulfill their obligations under this SPA. However, commitments cannot be made beyond the period for which funds have been appropriated, made administratively available, or authorized by law. In the event funds from which the Parties may fulfill their obligations are not appropriated, made administratively available, or authorized by law, the SPA will terminate immediately upon written notice by either Party. Upon such termination, the District shall be released from any obligation to make future payments/contributions and shall not be liable for cancellation or termination charges or damages of any kind.

4. Unless otherwise terminated as provided herein, this SPA shall extend for a period of four (4) years from the date of last signature on this SPA. Project progress will be monitored, and a final assessment of the Project's effectiveness will be completed jointly by the Parties within six months of Project completion.

5. Nothing in this SPA shall be construed as obligating the District, or Coconino County, in any contract or other obligation for the future payment of money in excess of appropriation authorized by law.

6. Either Party may terminate this SPA upon sixty (60) days written notice to the other Party. Upon termination, all work performed pursuant to this SPA shall cease and NFF shall not incur any new obligations for the terminated portion of the SPA and shall cancel as many outstanding obligations as possible. The District shall allow full credit to the NFF for the NFF’s share of the non-cancelable obligations properly incurred by the NFF up to the effective date of the termination. Any remaining unobligated funding provided by the District shall be returned to the District within sixty (60) days after the effective date of termination.

7. Modifications within the scope of this SPA shall be made by mutual consent of the Parties, by the issuance of a written modification, signed and dated by all Parties, prior to any changes being performed. The Parties are not obligated to fund any changes not approved in advance.

8. 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.
9. In addition to any notices required to be given pursuant to the Master Agreement in connection with this SPA, such notices must also be provided in writing and delivered either by hand or by certified mail-return receipt to the Party’s designated liaisons as set forth above.

10. This SPA may be executed in counterpart, in which case, all signature pages shall constitute the original thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this SPA as of the last signature date below, and each person signing this SPA warrants that he/she has the capacity and authority to execute this SPA and consummate the transactions contemplated herein.

APPROVED:

National Forest Foundation

By: ____________________________ Date________________
   Mary Mitsos,
   President, National Forest Foundation

APPROVED:

Coconino County Flood Control District

By: ____________________________ Date________________
   Lucinda Andreani, Flood Control County Administrator
   Flood Control District Administrator,
   Authorized Signatory of the Board of Directors
Appendix A

Figure 1: Unit boundary for Bill Williams Steep Slope Thinning-Phase 1
CHALLENGE COST SHARE AGREEMENT
Between The
NATIONAL FOREST FOUNDATION
And The
USDA, FOREST SERVICE
KAIBAB NATIONAL FOREST

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the National Forest Foundation, hereinafter referred to as “NFF,” and the USDA, Forest Service, Kaibab National Forest hereinafter referred to as the “U.S. Forest Service,” under the authority: Department of the Interior and Related Agencies Appropriations Act of 1992 Pub. L. 102-154.

Title: Twin Springs Fuels Reduction Project

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to thin and hand pile in the Upper Hell Canyon area (Phase 1) which is a portion of the Bill Williams project area on the Williams Ranger District. Optional work may include hand thinning and piling in a project area east of Twin Springs that was not completed with NFF funds in 2017, or new project area north of Twin Springs called Bixler Saddle. Additional optional work may consist of machine and hand falling of conifers as well as skidding, processing, and decking the cut material near a road, machine piling activity slash, and hand piling material in areas on steep slopes. The last type of optional work would include aspen exclosure fence repair and maintenance, as well as tree felling in and around aspen stands and/or fences where trees impact growth of aspen or sustainability of fences (see Attachment A, proposal; B, map; C, detailed sheet) in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Attachment D.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The mission of the U. S. Forest Service is to sustain the health, diversity, and productivity of the Nation’s forests and grasslands to meet the needs of present and future generations.

The National Forest Foundation, chartered by Congress, engages Americans in community-based and national programs that promote the health and public enjoyment of the 193 million-acre National Forest System, and administers private gifts of funds and land for the benefit of the National Forests.
This project will reduce forest tree densities by thinning conifers on up to in the Twin Springs area of the Williams RD, Kaibab NF. Located on the southern and western slopes of Bill Williams Mountain, the project would thin conifer trees to improve wildlife habitat, increase forest health, and reduce wildfire potential. There are ~200 acres of required hand thinning and piling in a goshawk nest stand to improve forest health by reducing quantities of dwarf mistletoe, maintain habitat desired characteristics such as a healthy herbaceous understory of grasses and forbs, promote browsing species such as cliff-rose, and protect old trees and desired tree densities from potential crown fire. Optional treatments may include an additional 500 acres of hand thinning and piling, mechanical treatments for cutting, skidding, and decking, and/or aspen restoration treatments.

In Consideration of the above premises, the parties agree as follows:

**III. NFF SHALL:**

A. **LEGAL AUTHORITY.** NFF shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

B. Provide and fund a contractor to complete the project work in accordance to silviculture and fuels prescription specified in Attachment A.

C. Provide contract administration for this project work and quality control in accordance to Attachment A.

D. Coordinate with the U. S. Forest Service on any project issues or concerns.

E. Follow safety requirements as described in the provided Job Hazard Analysis (JHA).

F. Provide project progress reports semiannually (twice per year) every December 1st and May 1st for the duration of the Agreement.


**IV. THE U.S. FOREST SERVICE SHALL:**

A. **PAYMENT/REIMBURSEMENT.** The U.S. Forest Service shall reimburse NFF for the U.S. Forest Service's share of actual expenses incurred, not to exceed $0.00, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of NFF’s quarterly invoice. Each invoice from NFF must display the total project costs for the billing period, separated by U.S. Forest Service and NFF’s share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display NFF’s full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.
Each invoice must include, at a minimum:
1. NFF’s name, address, and telephone number.
2. Forest Service agreement number.
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period, separated by Forest Service and NFF share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of Forest Service payments to date.
8. Statement that the invoice is a request for payment by “reimbursement.”
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable.

The invoice shall be forwarded to:

EMAIL:  asc_ga@fs.fed.us
FAX:  877-687-4894
POSTAL:  USDA Forest Service
          Albuquerque Service Center
          Payments – Grants & Agreements
          101B Sun Ave NE
          Albuquerque, NM 87109

Send a copy to: The U.S. Forest Service Program Manager

B. Coordinate with NFF on any project issues or concerns.

C. Provide specifications as per U. S. Forest Service requirements.

D. Provide project oversight to see that all specifications are followed.

E. Provide the appropriate Job Hazard Analysis (JHA) and safety information to promote a safe working environment.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.
Principal Cooperator Contacts:

<table>
<thead>
<tr>
<th>Cooperator Program Contact</th>
<th>Cooperator Administrative Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rebecca Davidson</td>
<td>Sheree Bombard</td>
</tr>
<tr>
<td>Director, Southern Rockies</td>
<td>Director Administration</td>
</tr>
<tr>
<td>National Forest Foundation</td>
<td>National Forest Foundation</td>
</tr>
<tr>
<td>7324 E. 6th Avenue</td>
<td>Bldg. 27, Suite 3</td>
</tr>
<tr>
<td>Scottsdale, AZ 85251</td>
<td>Phone: 406-830-3359</td>
</tr>
<tr>
<td>Phone: 720-749-9008</td>
<td>Email: <a href="mailto:sbombard@nationalforests.org">sbombard@nationalforests.org</a></td>
</tr>
<tr>
<td>Email: <a href="mailto:rdavidson@nationalforests.org">rdavidson@nationalforests.org</a></td>
<td></td>
</tr>
</tbody>
</table>

Principal U.S. Forest Service Contacts:

<table>
<thead>
<tr>
<th>U.S. Forest Service Program Manager Contact</th>
<th>U.S. Forest Service Administrative Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joshua Giles</td>
<td>Susan L. Brown</td>
</tr>
<tr>
<td>Silviculturist</td>
<td>Grants Management Specialist</td>
</tr>
<tr>
<td>Williams Ranger District, Kaibab NF</td>
<td>Kaibab National Forest</td>
</tr>
<tr>
<td>742 S. Clover Road</td>
<td>800 S. 6th Street</td>
</tr>
<tr>
<td>Williams, AZ, 86046</td>
<td>Williams, AZ, 86046</td>
</tr>
<tr>
<td>Phone: 928-635-5616</td>
<td>Phone: 928-635-8302</td>
</tr>
<tr>
<td>FAX: 928-635-5681</td>
<td>FAX: 928-635-8208</td>
</tr>
<tr>
<td>Email: <a href="mailto:jgiles02@fs.fed.us">jgiles02@fs.fed.us</a></td>
<td>Email: <a href="mailto:susanlbrown@fs.fed.us">susanlbrown@fs.fed.us</a></td>
</tr>
</tbody>
</table>

B. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or NFF are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To NFF, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

C. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the U.S. Forest Service or NFF from participating in similar activities with other public or private agencies, organizations, and individuals.
D. **ENDORSEMENT.** Any of NFF’s contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of NFF's products or activities.

E. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for NFF to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service’s Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service, Kaibab National Forest to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service Kaibab National Forest will notify the NFF when permission is granted.

F. **NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY.** NFF agree(s) that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as NFF hereby willingly agree(s) to assume these responsibilities.

Further, NFF shall provide any necessary training to NFF’s employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. NFF shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

G. **MEMBERS OF U.S. CONGRESS.** Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

H. **NONDISCRIMINATION.** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program
Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

I. **ELIGIBLE WORKERS.** NFF shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). NFF shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.

J. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** NFF shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

K. **STANDARDS FOR FINANCIAL MANAGEMENT.**

1. **Financial Reporting**

NFF shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. **Accounting Records**

NFF shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. **Internal Control**

NFF shall maintain effective control over and accountability for all U.S. Forest Service funds. NFF shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the award/agreement and used solely for authorized purposes.

4. **Source Documentation**
NFF shall support all accounting records with source documentation. These
documentations include, but are not limited to, cancelled checks, paid bills,
payrolls, contract documents. These documents must be made available to the U.S.
Forest Service upon request.

L. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of $ 0.00 are
currently available for performance of this agreement through September 30, 2022.
The U.S. Forest Service's ability to provide additional funding is contingent upon the
availability of appropriated funds from which payment can be made. There is no
legal liability on the part of the Forest Service for any payment above this amount
until NFF receives notice of availability confirmed in a written modification by the
Forest Service.

M. OVERPAYMENT. Any funds paid to NFF in excess of the amount entitled under
the terms and conditions of this agreement constitute a debt to the Federal
Government. The following must also be considered as a debt or debts owed by NFF
to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or

- Any royalties or other special classes of program income which, under the
  provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the
overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to NFF.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3,
   Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on
an overdue debt.

N. AGREEMENT CLOSEOUT. Within 90 days after expiration or notice of
termination the parties shall close out the agreement.

Any unobligated balance of cash advanced to NFF must be immediately refunded to
the U.S. Forest Service, including any interest earned in accordance with 2 CFR Part
200, Subpart D, 200.305.

Within a maximum of 90 days following the date of expiration or termination of this
agreement, all financial performance and related reports required by the terms of the
agreement must be submitted to the U.S. Forest Service by NFF.
If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

O. PROGRAM PERFORMANCE REPORTS The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.

- Reason(s) for delay if established goals were not met.

- Additional pertinent information.

NFF shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report shall be submitted either with NFF's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

P. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. NFF shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. NFF shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

Q. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.
Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

R. **TEXT MESSAGING WHILE DRIVING.** In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

S. **PURCHASE OF EQUIPMENT.** U.S. Forest Service funds may be used by NFF to purchase equipment necessary to accomplish activities described in this agreement. The available funding is displayed in the financial plan. Title to the equipment rests with the U.S. Forest Service, but may be transferred to NFF on completion of the project, if appropriate.

T. **FUNDING EQUIPMENT.** Federal funding under this agreement is not available for reimbursement of NFF’s purchase of equipment. Equipment is defined as having a fair market value of $5,000 or more per unit and a useful life of over one year.

U. **PROPERTY IMPROVEMENTS.** Improvements placed on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other National Forest improvements of a similar nature. No part of this agreement entitles NFF to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.

V. **CONTRACT REQUIREMENTS.** Any contract under this agreement must be awarded following NFF’s established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). NFF must maintain cost and price analysis documentation for potential U.S. Forest Service review. NFF is/are encouraged to utilize small businesses, minority-owned firms, and women’s business enterprises.

W. **OFFSETS, CLAIMS AND RIGHTS.** Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S.
Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.

X. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. NFF shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

Y. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS. Any of the cooperator’s employees, and any participants and volunteers engaged on behalf of the cooperator and Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358 and Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator’s employees, and any volunteers and participants engaged on behalf of the cooperator and the Forest Service, who will use chain saws or cross cut saws on National Forest System lands.

Z. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. NFF shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

AA. REMEDIES FOR COMPLIANCE RELATED ISSUES. If NFF materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:
1. Temporarily withhold cash payments pending correction of the deficiency by NFF or more severe enforcement action by the U.S. Forest Service;

2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate the current agreement for NFF’s program;

4. Withhold further awards for the program, or

5. Take other remedies that may be legally available, including debarment procedures under 2 CFR Part 417.

BB. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and NFF agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

2. By 30 days written notification by NFF to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement does not accomplish the purpose for which the award/agreement was made, the Forest Service may terminate the award upon 30 days written notice in its entirety.

Upon termination of an agreement, NFF shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to NFF for the United States Federal share of the non-cancelable obligations properly incurred by NFF up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

CC. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

DD. DEBARMENT AND SUSPENSION. NFF shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should NFF or any of their principals receive a transmittal letter or other official Federal notice of debarment or
suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

EE. COPYRIGHTING. NFF is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.

No original text or graphics produced and submitted by the U.S. Forest Service must be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:
- The copyright in any work developed by NFF under this agreement.
- Any right of copyright to which NFF purchase(s) ownership with any Federal contributions.

FF. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

(a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:
USDA, Forest Service

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division B of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

GG. PUBLICATION SALE. NFF may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or Federal Government contributions from the total costs of the project.

HH. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

II. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through September 30, 2022 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

JJ. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

MARY MNTSOS, President
National Forest Foundation

HEATHER C. PROVENCIO, Forest Supervisor
U.S. Forest Service, Kaibab National Forest

The authority and format of this agreement have been reviewed and approved for signature.
Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.
### Name and Title of Project Proponent:
*Twin Springs Fuels Reduction Restoration Project*

### National Forest and District:
*Kaibab NF, Williams RD*

### Date:
*April 18, 2017*

1. **Project Summary (1-2 paragraphs):**
   This proposal is to improve forest health and reduce the risk of uncharacteristic fire on approximately 360 acres of fuels using hand-felling or, where practical, machinery equipped with cutting or grinding heads within the Upper Hell Canyon (UHC) Watershed, Hydrological Unit Code (HUC) 12. Slash will be piled and burned when it cures. Costs are estimated at a total of $800/ac, and if bids come in lower additional acres will be treated.

2. **Physical description of project location (site name, watershed and/or tributary) as well as ecosystem type:**
   The UHC Watershed is within the Bill Williams Mountain Restoration Project area, which is 15,200 acres located adjacent to the City of Williams, AZ and extends 4 miles south-southwest of the city. The forest type on the south side of the mountain is primarily ponderosa pine mixed with juniper and cliff rose on dry ridges and Douglas-fir and white fir in drainages. The majority of the project will fall near or within goshawk nesting and/or goshawk and Mexican Spotted Owl (MSO) foraging habitat.

3. **Why is this project a priority? (1-2 paragraphs):**
   Upper Hell Canyon, a 6th level (HUC12) hydrologic unit that ultimately drains into the Verde Watershed, begins near the summit of Bill Williams Mountain. The watershed has been rated as “impaired” due to degraded soils and poor road maintenance according to a hydrology specialists report developed for the NEPA process discussed more below. Uplands and hill-slopes are overstocked with trees and have excessive fuel loads. The majority of the Upper Hell Canyon watershed is in Fire Regime Condition Class 3 (approximately 100+ years departed from historical condition) and is at risk of uncharacteristically large, high-severity wildfire that could adversely affect the City of Williams and Verde River. Forest conditions also contribute to increased risk of and interaction between insects and diseases, particularly dwarf mistletoe, a parasite that weakens trees and increases the risk of bark beetle attack.

   Other values at risk on the mountain include dozens of cultural sites, a crucial communications site on the peak of the mountain, aesthetic values on a highly prominent peak, hiking trails, and wildlife habitat integrity for MSO and northern goshawk. Further, The recent post-fire flood risk report for Coconino county ([https://jefuller.sharefile.com/share?#view/s1efc452b7964e0ba](https://jefuller.sharefile.com/share?#view/s1efc452b7964e0ba)) notes that the impacts of a high severity wildfire fire and subsequent floods modeled on Bill Williams Mountain could be reduced by 50% with treatments on the north side of the mountain.
(Section 4.4). Similar treatments on the south side of the mountain in our project area will reduce the risk of a fire start on the south side moving to the north side of the mountain.

An Environmental Impact Statement (EIS) NEPA planning initiative to restore the mountain and address these issues was signed in December 2015. (Find a complete copy of the EIS here: https://www.fs.usda.gov/project/?project=34690). Implementation has begun on the mountain. Treatments currently laid out on the south side of the mountain address lower slopes with mechanized equipment, and prepare stands on steeper slopes for prescribed burning primarily with thinning and hand piling. Typically, slash and cut material will be piled on steep slopes, which contributes to the high cost of implementation. In order to fully eliminate fuels from these targeted stands, slash material created during fuels reduction treatments would be burned after piles cure.

In summary, the reduction of tree densities on steep slopes near the top of the Upper Hell Canyon watershed will improve forest and watershed health and surrounding springs by reducing competition for nutrients, and would protect the loss of specialized wildlife habitat from fire and forest disease and pests. Treating fuel accumulations for this project would also abate fire risks to MSO recovery habitat, conserving existing nesting and roosting habitat.

4. Project tasks and objectives (List all project activities on-site and downstream benefits for Salt or Verde watershed):

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Objectives</th>
<th>Area treated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dwarf mistletoe infected PP targeted removal</td>
<td>Improve forest health and reduce risk of BB outbreak</td>
<td>250 ac</td>
</tr>
<tr>
<td>PP and juniper thinning</td>
<td>Reduce risk of uncharacteristic fire</td>
<td>250 ac</td>
</tr>
</tbody>
</table>

5. The Big Picture – Please help us understand how this project helps the district achieve restoration at the watershed scale? And/Or What other projects will you be able to complete because this project is complete? (1-2 paragraphs):

Reducing hazardous fuels and moving vegetative conditions toward desired conditions identified in the Bill Williams EIS is needed to reduce the risk of a high intensity wildfire and improve the health and sustainability of the forest on and surrounding Bill Williams Mountain, including the UHC Watershed. This proposal will directly improve the condition of the watershed, protect MSO and goshawk habitat, and improve the spring conditions at Twin Springs. Further, restoration will reduce hazardous fuels and the risk of high intensity stand-replacing wildfires and allow for the reintroduction of fire as a natural part of the ecosystem; and reduce fuel buildup and help prevent the spread of wildfire onto private property and into drainages leading to the Verde River.

This specific project is adjacent to units planned for treatment under FY17 non-commercial thinning contracts, as well as 368 acres proposed for funding by the NFF in FY17. There is also >500ac of commercial treatment planned for the lower slopes east and south of this proposed treatment area. Finally, as previously mentioned, the FY18
proposed project is within or adjacent to a goshawk nest stand that contains a high density of heavily dwarf mistletoe infected ponderosa pine and scattered juniper. There are slopes in the area that will make pile burning a challenge and thus we propose to use heavy plastic to cover piles and allow more windows for burning.

6. Proposed timeline for work (on-the-ground start date and anticipated duration of the project):
We would like to have contractors working by the spring of 2018 and finish treatments before August of 2018. Based on previous contracts issued for similar work in the surrounding area we feel this is a viable timeline.

7. Proposed project management arrangement (select the type of project management strategy or strategies appropriate for the project; you may select all that are appropriate):

- **Non-profit Organization** -- All work can be completed by non-profit organization and/or volunteers. Please identify potential non-profit partners below.
- **Private Contractor** -- All work can be completed by private contractor
- **Forest Service** -- All work must be completed by U.S. Forest Service employees. Non-profit organizations or contractors cannot complete this project (e.g., prescribed fire).
- **Combined Management** -- Any combination of these three options. Please explain below how project objectives could be divided between non-profit organizations (Please identify potential non-profit partners), private contractors, and/or U.S. Forest Service employees

8. Description of volunteer opportunities (if they exist, type of volunteer work, estimate of volunteer hours):
*n/a*

9. Opportunity for matching funds from Forest Service or external partner (If external please provide name and contact):
*Time/hours of professional foresters to lay-out and prepare the project area for treatment.*

10. Estimated Project Costs (Itemized list of project activities/tasks or other anticipated expenses, and the sum total requested):

<table>
<thead>
<tr>
<th>Itemized Expenses</th>
<th>Anticipated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thinning – 250 ac</td>
<td>$300/ac</td>
</tr>
<tr>
<td>Hand Piling – 250 ac</td>
<td>$500/ac</td>
</tr>
<tr>
<td>Visqueen (plastic for piles) – 250 ac</td>
<td>$200/ac</td>
</tr>
</tbody>
</table>

**PROJECT TOTAL:** $200,000
11. Proposed monitoring metrics (What can we measure to demonstrate that this was a success)?

*Pre- vs. post-treatment basal area*
*Pre- vs. post-treatment DM infection levels*
*Pre- vs. post-treatment coarse woody debris in tons/ac*

---

**Figure 1.** Looking south (downhill) near the project area.

**Figure 2.** Small diameter ponderosa pine tree.
Figure 3. Looking south from rocky outcrop across project area.
Figure 4. Map of proposed project area and adjacent treatments.
FY18
NFF Twin Springs
Phase 1

Project Map: 1 of 1
Kaibab NF, Williams RD
T.21.N R.2.E Section 19, 30

Unit 1
116 ac

Unit 2
49 ac

Unit 3
28 ac

Unit 4
87 ac

OPTIONAL

Cut Units

KNF_SZ_GOS_NEST

MSO PAC

KNF Silvi Shop
Date: 4/15/2018

1:15,000

0 0.125 0.25 0.5 Miles
<table>
<thead>
<tr>
<th>Location and Description of Project Area and Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>-----------</td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>3</td>
</tr>
<tr>
<td>4 (OPTIONAL)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

**Notes:**

**General**

All Units: Boundaries will be painted pink facing into the unit.

All Units: Archaeological site boundaries are designated with pink flagging or white paint. Fall trees to unit prescription and pull out slash from marked archaeological sites.

**Thinning Species**

All Units: Retain all yellow pines (see definition) and deciduous trees. This supercedes all other specifications.

All Units: Stump heights will be <6" (unless otherwise specified) and cut surface of stumps will be horizontal (to ensure the safety of workers in the area). All juniper stumps will be flush cut with no residual green foliage.

All Units: Cutting Preference - Only ponderosa pine, Douglas fir, white fir and juniper will be cut. Retain all other species. Select the most vigorous trees for retention. When possible retain trees with no mistletoe infection or the least amount of mistletoe infection.

All Units: Fall all ponderosa pine and juniper <12" for 50 feet around large ponderosa pine (>22"), alligator juniper (>18"), and Gambel oak (>12").

**Piling Species**

All Hand Piling Units: Piles will be 7" by 7" in size at the minimum; larger material shall be mixed throughout the pile and material should be compact enough to facilitate full consumption. Piles will be built outside the dripline of retained trees at an adequate distance from retained trees (including snags) that mortality and damage from pile burning will be minimal. Piles shall be constructed to prevent fire spread/creep when they are burned. Piles shall not be constructed within 10' of a stream channel (designated by blue lines on the map), 20' of a road edge, 10' of a fence, 10' of a land survey monument.
Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix:

Note: All columns may not be used. Use depends on source and type of contribution(s).

<table>
<thead>
<tr>
<th>COST ELEMENTS</th>
<th>FOREST SERVICE CONTRIBUTIONS</th>
<th>COOPERATOR CONTRIBUTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(a)</td>
<td>(b)</td>
</tr>
<tr>
<td></td>
<td>Noncash</td>
<td>Cash to Cooperator</td>
</tr>
<tr>
<td>Direct Costs</td>
<td>$10,181.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>Salaries/Labor</td>
<td>$10,181.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>Travel</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Equipment</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Supplies/Materials</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Printing</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$19,477.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>Coop Indirect Costs</td>
<td>$0.00</td>
<td>$32,040.00</td>
</tr>
<tr>
<td>FS Overhead Costs</td>
<td>$1,947.75</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$21,425.25</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Total Project Value: $267,065.25

Matching Costs Determination

Total Forest Service Share = (a+b) / (e) = (f) = 8.02%
Total Cooperator Share = (c+d) / (e) = (g) = 91.98%
Total (f+g) = (h) = 100.00%
Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day \times \# \text{ of days}=\text{total}, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day \times \# \text{ of days}, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee \times \$1,200/contract=\$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

### Salaries/Labor

<table>
<thead>
<tr>
<th>Job Description</th>
<th>Cost/Day</th>
<th># of Days</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Giles, Joshua</td>
<td>$375.78</td>
<td>20.00</td>
<td>$7,515.60</td>
</tr>
<tr>
<td>Sedgeman, Michael</td>
<td>$266.59</td>
<td>10.00</td>
<td>$2,665.90</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$0.00</strong></td>
<td></td>
<td><strong>$0.00</strong></td>
</tr>
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</table>

### Std. Calculation

| Total Salaries/Labor | $10,181.50 |

### Travel

<table>
<thead>
<tr>
<th>Standard Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel Expense</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Travel Expense</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

### Non-Standard Calculation

| Total Travel | $0.00 |

### Equipment

<table>
<thead>
<tr>
<th>Standard Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Piece of Equipment</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Vehicle FOR</td>
</tr>
<tr>
<td>Mileage</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

### Non-Standard Calculation

<p>| Total Equipment | $0.00 |</p>
<table>
<thead>
<tr>
<th>Total Equipment</th>
<th>$9,296.00</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Supplies/Materials</strong></td>
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</tr>
<tr>
<td><strong>Standard Calculation</strong></td>
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<td>Supplies/Materials</td>
<td># of Items</td>
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<tr>
<td><strong>Non-Standard Calculation</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total Supplies/Materials</strong></td>
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<tr>
<td></td>
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<tr>
<td><strong>Printing</strong></td>
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<td><strong>Standard Calculation</strong></td>
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<tr>
<td>Paper Material</td>
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<tr>
<td><strong>Non-Standard Calculation</strong></td>
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<tr>
<td><strong>Total Printing</strong></td>
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<td><strong>Other Expenses</strong></td>
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<td><strong>Standard Calculation</strong></td>
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<tr>
<td>Item</td>
<td># of Units</td>
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<tr>
<td><strong>Non-Standard Calculation</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total Other</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td><strong>Subtotal Direct Costs</strong></td>
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<tr>
<td><strong>Forest Service Overhead Costs</strong></td>
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<tr>
<td>Current Overhead Rate</td>
<td>Subtotal Direct Costs</td>
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<tr>
<td>10.00%</td>
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<td><strong>Total FS Overhead Costs</strong></td>
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<td></td>
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<tr>
<td><strong>TOTAL COST</strong></td>
<td>$21,425.25</td>
</tr>
</tbody>
</table>
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Financial Plan Matrix:
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
</tr>
<tr>
<td>Salaries/Labor</td>
<td>$10,181.50</td>
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<td>$8,800.00</td>
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<tr>
<td>Travel</td>
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<td>Supplies/Materials</td>
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<tr>
<td>Printing</td>
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<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Subtotal</td>
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<tr>
<td>Coop Indirect Costs</td>
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<tr>
<td>FS Overhead Costs</td>
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<td>$0.00</td>
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<tr>
<td>Total</td>
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<td>$245,640.00</td>
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</tbody>
</table>

Total Project Value: $267,065.25

Matching Costs Determination

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<td>$266.59</td>
<td>10.00</td>
<td>$2,665.90</td>
</tr>
<tr>
<td>Non-Standard Calculation</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Salaries/Labor</td>
<td></td>
<td></td>
<td>$10,181.50</td>
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### Travel

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<th>Employees</th>
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<th>Total</th>
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<tbody>
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<td>Non-Standard Calculation</td>
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<td></td>
<td>$0.00</td>
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</tr>
<tr>
<td>Total Travel</td>
<td></td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

### Equipment

<table>
<thead>
<tr>
<th>Piece of Equipment</th>
<th># of Units</th>
<th>Cost/Day</th>
<th># of Days</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle FOR</td>
<td>1.00</td>
<td>$214.00</td>
<td>40.00</td>
<td>$8,560.00</td>
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<td><strong>Standard Calculation</strong></td>
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<td><strong>Non-Standard Calculation</strong></td>
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<td><strong>Total Supplies/Materials</strong></td>
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<th>Printing</th>
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<td><strong>Standard Calculation</strong></td>
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<tr>
<td>Paper Material</td>
<td># of Units</td>
<td>Cost/Unit</td>
<td>Total</td>
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<tr>
<td><strong>Non-Standard Calculation</strong></td>
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<tr>
<td><strong>Total Printing</strong></td>
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<table>
<thead>
<tr>
<th>Other Expenses</th>
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<tbody>
<tr>
<td><strong>Standard Calculation</strong></td>
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<tr>
<td>Item</td>
<td># of Units</td>
<td>Cost/Unit</td>
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<tr>
<td><strong>Non-Standard Calculation</strong></td>
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<tr>
<td><strong>Total Other</strong></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Subtotal Direct Costs** $19,477.50

<table>
<thead>
<tr>
<th>Forest Service Overhead Costs</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Overhead Rate</td>
<td>Subtotal Direct Costs</td>
<td>Total</td>
<td></td>
</tr>
<tr>
<td>10.00%</td>
<td>$19,477.50</td>
<td>$1,947.75</td>
<td></td>
</tr>
<tr>
<td><strong>Total FS Overhead Costs</strong></td>
<td></td>
<td></td>
<td>$1,947.75</td>
</tr>
</tbody>
</table>

**TOTAL COST** $21,425.25
Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

### Salaries/Labor

<table>
<thead>
<tr>
<th>Standard Calculation</th>
<th>Cost/Day</th>
<th># of Days</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management</td>
<td>Arizona Prog</td>
<td>$440.00</td>
<td>20.00</td>
</tr>
</tbody>
</table>

**Non-Standard Calculation**

**Total Salaries/Labor**

<table>
<thead>
<tr>
<th><strong>Total</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>$8,800.00</td>
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</tbody>
</table>

### Travel

<table>
<thead>
<tr>
<th>Standard Calculation</th>
<th>Employees</th>
<th>Cost/Trip</th>
<th># of Trips</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Show Me Trip (R)</td>
<td>2</td>
<td>$350.00</td>
<td>2.00</td>
<td>$1,400.00</td>
</tr>
<tr>
<td>Project Management</td>
<td>1</td>
<td>$150.00</td>
<td>10.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Final Inspection</td>
<td>2</td>
<td>$350.00</td>
<td>1.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Project Monitoring</td>
<td>2</td>
<td>$150.00</td>
<td>4.00</td>
<td>$1,200.00</td>
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</tbody>
</table>

**Non-Standard Calculation**

**Total Travel**

<table>
<thead>
<tr>
<th><strong>Total</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>$4,800.00</td>
</tr>
</tbody>
</table>

### Equipment

<table>
<thead>
<tr>
<th>Standard Calculation</th>
<th># of Units</th>
<th>Cost/Day</th>
<th># of Days</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Piece of Equipment</td>
<td></td>
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</table>

**Non-Standard Calculation**
## Supplies/Materials

### Standard Calculation

<table>
<thead>
<tr>
<th>Supplies/Materials</th>
<th># of Items</th>
<th>Cost/Item</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Contract costs</td>
<td>1.00</td>
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### Non-Standard Calculation

<table>
<thead>
<tr>
<th>Total Supplies/Materials</th>
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</thead>
</table>

## Printing

### Standard Calculation

<table>
<thead>
<tr>
<th>Paper Material</th>
<th># of Units</th>
<th>Cost/Unit</th>
<th>Total</th>
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<tbody>
<tr>
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### Non-Standard Calculation

<table>
<thead>
<tr>
<th>Total Printing</th>
<th>$0.00</th>
</tr>
</thead>
</table>

## Other Expenses

### Standard Calculation

<table>
<thead>
<tr>
<th>Item</th>
<th># of Units</th>
<th>Cost/Unit</th>
<th>Total</th>
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<tbody>
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### Non-Standard Calculation

<table>
<thead>
<tr>
<th>Total Other</th>
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## Subtotal Direct Costs

- **$213,600.00**

## Cooperator Indirect Costs

<table>
<thead>
<tr>
<th>Current Overhead Rate</th>
<th>Subtotal Direct Costs</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>15.00%</td>
<td>$213,600.00</td>
<td>$32,040.00</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Coop. Indirect Costs</th>
<th>$32,040.00</th>
</tr>
</thead>
</table>

## TOTAL COST

- **$245,640.00**
Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days = total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract = $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

### Salaries/Labor

<table>
<thead>
<tr>
<th>Job Description</th>
<th>Cost/Day</th>
<th># of Days</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management</td>
<td>$440.00</td>
<td>20.00</td>
<td>$8,800.00</td>
</tr>
<tr>
<td>Arizona Prog</td>
<td>$0.00</td>
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<td>$0.00</td>
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</tbody>
</table>

#### Non-Standard Calculation

**Total Salaries/Labor**

$8,800.00

### Travel

<table>
<thead>
<tr>
<th>Travel Expense</th>
<th>Employees</th>
<th>Cost/Trip</th>
<th># of Trips</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Show Me Trip</td>
<td>2</td>
<td>$350.00</td>
<td>2.00</td>
<td>$1,400.00</td>
</tr>
<tr>
<td>Project Management</td>
<td>1</td>
<td>$150.00</td>
<td>10.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Final Inspection</td>
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<td>$350.00</td>
<td>1.00</td>
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</table>

#### Non-Standard Calculation

**Total Travel**

$4,800.00

### Equipment

<table>
<thead>
<tr>
<th>Piece of Equipment</th>
<th># of Units</th>
<th>Cost/Day</th>
<th># of Days</th>
<th>Total</th>
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#### Non-Standard Calculation
## Supplies/Materials

### Standard Calculation

<table>
<thead>
<tr>
<th>Supplies/Materials</th>
<th># of Items</th>
<th>Cost/Item</th>
<th>Total</th>
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<tbody>
<tr>
<td>Contract costs</td>
<td>1.00</td>
<td>$200,000.00</td>
<td>$200,000.00</td>
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### Non-Standard Calculation

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<th>Total Supplies/Materials</th>
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## Printing

### Standard Calculation

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<th>Paper Material</th>
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<th>Cost/Unit</th>
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### Non-Standard Calculation

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## Other Expenses

### Standard Calculation

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<th>Item</th>
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## Subtotal Direct Costs

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## Cooperator Indirect Costs

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## TOTAL COST

- **$245,640.00**
DATE: August 29, 2019

TO: Honorable Chair and Members of the Board

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

SUBJECT: Consideration and possible action regarding approval of the Master Agreement between Coconino County Flood Control District and the National Forest Foundation to develop, fund and implement forest restoration projects thereby reducing the threat of post-wildfire flooding, in an amount of up to $1,000,000 over the 5-year agreement.

RECOMMENDED MOTION:

Approve the Master Agreement between Coconino County Flood Control District and the National Forest Foundation to develop, fund and implement forest restoration projects thereby reducing the threat of post-wildfire flooding, in an amount of up to $1,000,000 over the 5-year agreement.

BACKGROUND:

In 2017, the Coconino County Flood Control District Board of Directors determined that catastrophic wildfire and post-wildfire flooding to be the number one public safety risk in the County. The identification of wildfire and post-wildfire flooding as the number public safety risk was based upon not only the County’s experience with the Schultz Fire and Flood Disasters, but also on the results of the FEMA-funded Post-Wildfire Debris-Flow & Flooding Assessment. The Assessment identified forest restoration as best approach to reducing this public safety threat.

The Assessment also determined that Bill Williams Mountain and its associated watersheds as some of the most critical watersheds to restore given that post-wildfire flooding into the City of Williams would have catastrophic impacts. Further analysis by Northern Arizona University’s Alliance Bank Economic Policy Institute study, Economic Impact of Post Fire Flooding: Bill Williams Mountain conservatively estimated $379 to $694 million in regional economic impacts from post-wildfire flooding. In 2018, Coconino County Flood Control District developed the Bill Williams Mountain Forest Restoration Proposal that outlined the goals of a pilot project to serve as a model project demonstrating the benefits of partnerships in reducing post-wildfire flooding impacts as well as enhancing the environment and supporting the development of a forest restoration industry. The project creates a platform for improving the legal, financial and technical processes underlying forest restoration with the goals of significantly increasing and accelerating forest restoration on Bill Williams Mountain. Coconino County Flood Control
District and the National Forest Foundation (NFF) have created a 5-year Master Agreement where the two entities can, in partnership with the Kaibab National Forest, fund restoration activities on steep slopes that are highest priority in the watersheds that could impact the City of Williams. The Master Agreement allows the District to put funds into NFF’s “Challenge Cost Share” account and to work with NFF and USFS personnel in setting management priorities and maintenance of forest restoration activities on BWM. The County and NFF’s relationship has many benefits besides the Challenge Cost Share, which include the Northern Arizona Forest Fund, private fundraising and grant opportunities. The Coconino County Flood Control Board of Directors approved $800,000 for Fiscal Year 2020 to fund forest restoration work on Bill Williams Mountain.

The Master Agreement intends to:

• Provide a framework for cooperation and to establish and clarify the respective roles and responsibilities of the Parties in the creation and implementation of forest restoration projects on National Forests in Coconino County, and

• Serve the interests of the citizens of the Flood Control District, through mutual cooperation with National Forest Foundation, resulting in improvements in a public resource on National Forests, the improved safety to the District’s communities, and improved watershed conditions. Outcomes resulting from this cooperation, over the life of the Master Agreement, will minimize the threat of catastrophic wildfire and post-wildfire flooding, as well as improve water quality and sustainability through the creation of more resilient ecosystems through restoration and forest management efforts. Proactive communication and outreach will enhance the District’s leadership role in ensuring the safety, protection, and economic security of its residents and communities.

ALTERNATIVES:

The following alternatives are available to the Board of Directors:
• Approve the Master Agreement
• Disapprove the Master Agreement

FISCAL IMPACT:

Approval of the Master Agreement commits the District to funding of at least $1,000,000 over the 5-year agreement, of which, the Board of Directors have currently funded $800,000 in Fiscal Year 2020.

ATTACHMENTS:

1 – Staff Report
2 – MA between Forest Restoration, FCD & NFF
MASTER AGREEMENT
for FOREST RESTORATION PROJECT FUNDING
between
COCONINO COUNTY FLOOD CONTROL DISTRICT
and NATIONAL FOREST FOUNDATION

This Master Agreement for Forest Restoration Project Funding (hereinafter referred to as the “Master Agreement”) is hereby entered into by and between the National Forest Foundation, a 501(c)(3) nonprofit organization incorporated in Washington DC, hereinafter referred to as “NFF,” and the Coconino County Flood Control District, a political subdivision of the state of Arizona, hereinafter referred to as “District.” NFF and the District shall be collectively referred to herein as the “Parties.”

RECITALS

A. PURPOSE:

WHEREAS, the purpose of this Master Agreement is to provide a framework of cooperation and to establish and clarify the respective roles and responsibilities of the Parties in the creation and implementation of forest restoration projects on National Forests in Coconino County; and

WHEREAS, historical management practices in Arizona forests have created conditions favorable to large and intense wildfires, which cause severe social, economic, and environmental impacts. Restoring forest health is the only effective action to reducing future large-scale, unnaturally severe wildfires and the post-wildfire floods that pose serious risks to communities and watersheds. The substantial costs of restoration across tens of thousands of acres for activities, such as hand thinning and steep-slope mechanical thinning, are too great for the U.S. Forest Service (“USFS”) to pay for exclusively from a limited Federal budget. The District and the NFF recognize the need to work together to bring additional financial, administrative, and project management resources to forest restoration projects on National Forest lands within the District’s jurisdiction, in order to avoid hundreds of millions of dollars in property damages, emergency response, and loss of lives that are likely to occur if appropriate actions are not taken; and

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Mutual Benefit
WHEREAS, mutual cooperation serves the interests of the Parties, the American public, and the citizens of the District, resulting in improvements in a public resource on National Forests, the improved safety to the District’s communities, and improved watershed conditions. Outcomes resulting from this cooperation, over the life of the Master Agreement, will minimize the threat of catastrophic wildfire and post-wildfire flooding, as well as improve water quality and sustainability through the creation of more resilient ecosystems through restoration and forest management efforts. Proactive communication and outreach will enhance the District’s leadership role in ensuring the safety, protection, and economic security of its residents and communities; and
National Forest Foundation
WHEREAS, the NFF, chartered by Congress, engages America in community-based and national programs that promote the health and public enjoyment of the 193-million-acre National Forest System. NFF also administers private gifts of funds and land for the benefit of the National Forests and Grasslands. Together, NFF and its community partners bring about solutions in community-based forestry, recreation, watershed restoration, and wildlife habitat. NFF is committed to facilitating local involvement through business engagement and grassroots participation in forest stewardship; and

Coconino County Flood Control District
WHEREAS, Coconino County Flood Control District serves approximately 140,000 residents, with jurisdiction over a total land area that exceeds 18,660 square miles within the largest county in Arizona and one of the largest in the country. The District recognizes that wildfire and post-wildfire flooding are the greatest public safety threats to its residents, businesses, economy, and financial solvency. The District also recognizes that a strong forest industry is key to mitigating these threats. The Coconino County Board of Supervisors, acting as the Board of Directors for the District, has established a Forest Restoration Initiative as a top priority to help address these threats. Benefits from forest thinning also include enhanced water yields, increased carbon sequestration, healthier and more vigorous forests, increased wildlife populations, continued access to recreation, and lastly, the economic benefits of forest industry and job creation in rural areas.

C. GENERAL RECITALS:

WHEREAS, the District may enter into this Master Agreement pursuant to Arizona Revised Statutes (“A.R.S.”) § 48-3603; and

WHEREAS, NFF may enter in this Master Agreement under National Forest Foundation Act, Public Law 101-593 and Article III of the National Forest Foundation bylaws; and

WHEREAS, the missions of the District and NFF are closely aligned with respect to the need to restore National Forest lands within Coconino County to protect life, property, infrastructure, and watersheds that serve the public good and provide public benefits; and

WHEREAS, the District and NFF recognize that common goals for forest restoration can be best accomplished when the Parties work together; and

WHEREAS, the District and the Federal Emergency Management Agency conducted a study, which documents the likely severe impacts to several communities within the County from post-wildfire flooding; and

WHEREAS, the District’s Board of Directors has identified wildfires and post-wildfire flooding as the greatest threat to public safety in Coconino County and found that forest restoration is the only effective way to mitigate this threat; and

WHEREAS, two lives were lost as a direct result of the Schultz post-wildfire flooding; and
WHEREAS, the District spent over $40 million in District and Federal funds to mitigate the Schultz Post-Wildfire Flooding;

WHEREAS, NAU’s Ecological Restoration Institute and the Rural Policy Institute estimated the economic impacts from Schultz post-wildfire flooding at over $135 million;

WHEREAS, NAU’s Economic Policy Institute estimates the economic impact to the region’s economy from post-wildfire flooding damage to the residents and businesses within the City of Williams at over $400 million; and

WHEREAS, the District’s Board of Directors has established a Forest Restoration Initiative and identified forest restoration as a top priority.

NOW, THEREFORE, the Parties hereto agree to those covenants, terms, provisions, and conditions as follows:

**MASTER AGREEMENT TERMS**

**D. SPECIFIC PROVISIONS:**

1. **The Parties mutually agree to the following:**
   
   a. The Parties will communicate frequently and openly.
   
   b. Parties agree to share materials, photos, blogs, posts, and other social media content (the “Media Content”) to bolster messaging between NFF and the District communication networks, and hereby grant each other those licenses and permissions necessary to reproduce, distribute, or otherwise use each other’s Media Content only inasmuch as such use is consistent with the limitations, purposes, goals, and intent defined by this Master Agreement.
   
   c. The effective date of this Master Agreement is September 4, 2019, and will have an initial term of five (5) years.
   
   d. The Parties will work with the USFS to cooperatively identify and prioritize those opportunities for forest restoration projects most critical to protecting National Forest lands and to reducing potential post-wildfire flooding within Coconino County.
   
   e. In order to fulfill the purposes, intent, and goals provided for by this Master Agreement, the Parties will specifically allocate the funding provided under this Master Agreement, together with any supplementary in-kind services and/or materials, to accomplish specific projects and activities within sub-agreements under this Master Agreement. Such sub-agreements will be titled and referred to hereinafter as “Specific Project Agreements.” Each Specific Project Agreement will be governed by, and must incorporate within it, the recitals, limitations, conditions, provisions, covenants, and other terms of this Master Agreement.
f. Representatives of the Parties will meet at least quarterly to discuss and coordinate projects and activities governed under Specific Project Agreements and this Master Agreement.

g. The Parties will amend this Master Agreement, or any Specific Project Agreements hereunder, if needed to accomplish the purposes and objectives identified herein. Amendments to this Master Agreement, or any Specific Project Agreements, may be proposed in writing by either Party and shall become effective only upon approval and execution by both Parties. Such amendments may include, but are not be limited to, extension of ongoing efforts, inclusion of new participants, adjustment of contribution or allocation levels, and broadening the scope of cooperation.

h. The Parties will mutually support securing funds from potential private and corporate donors to complete agreed-to projects and activities.

i. The Parties will work together to pursue and secure grants to complete agreed-to projects and activities.

j. Each Party will maintain adequate insurance to cover any liability arising from the acts and omissions of the Party’s employees or agents.

2. **NFF will:**

   a. Invest contributions from the District under this Master Agreement, via grants to nonprofit partners, collection agreements with the USFS, stewardship agreements, and/or third-party contracts, to implement forest restoration projects most critical to protecting National Forest lands and reducing post-wildfire flooding impacts within the County, and as specified in any and all Specific Project Agreements.

   b. Allocate no more than 15% of funds collected from the District for program administration, including financial stewardship, reporting, and other expenses.

   c. Leverage the District’s contributions by raising additional funds for project implementation. Additional leverage may occur through other public and private donations as well as committed funds from the NFF.

   d. Apply and utilize the District’s contributions under this Master Agreement to each specific project as indicated in each Specific Project Agreement. If other third parties are also contributing funding to those projects identified in Specific Project Agreement(s), NFF will apply the District’s funding in a pro rata fashion, expressed as a percentage of the aggregate of all contributions made with regard to those projects identified in the Specific Project Agreement(s), and which were contributed during the term of this Master Agreement. NFF will return to the District any unspent funds received from the District upon the completion of a specific project, or upon termination or expiration of this Master Agreement and/or a relevant Specific Project Agreement.

   e. Provide the District an opportunity for review and direct input on any Requests for Proposals and contracts issued using any District funds. NFF will consider District input in evaluating Requests for Proposals. However, due to the NFF’s
fiduciary responsibility associated with funds contributed to the NFF, the NFF Board of Directors shall have final approval on the expenditure of all such funds.

f. Work with the District to identify opportunities to utilize and/or dispose of forest biomass through alternative means to pile burning and identify opportunities to utilize marketable timber for any projects implemented under this Master Agreement.

g. Coordinate with the USFS, contractors, and nonprofit partners to monitor, compile, and report on-the-ground accomplishments for any project(s) implemented under this Master Agreement and/or under any Specific Project Agreements.

h. Provide reports on accomplishments, findings, project status and financial tracking to the District at least semi-annually for any project(s) implemented under this Master Agreement and/or under any Specific Project Agreements.

i. Work with the District to develop a schedule for appropriate recognition of the District’s contributions in public land stewardship though press releases, social media promotion, and other communication vehicles.

j. At all times, indemnify, defend, and hold harmless the District and/or any of its agents, officials, and employees, from any and all claims, demands, suits, actions, proceedings, losses, costs and/or damages of every kind and description, including any attorney’s fees and/or litigation expenses, which may be brought or made against or incurred by the District on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the NFF, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Master Agreement, any Specific Project Agreement, or other use of District funds for the purposes outlined therein.

3. The District:

a. Hereby appoints the Flood Control District Administrator as the District’s representative to work with NFF on the coordination and selection of priority restoration units and contractors for project(s) pursuant to this Master Agreement and any Specific Project Agreements hereunder. The District further hereby delegates to this representative all power and authority necessary to negotiate, execute, and amend any Specific Project Agreements under this Master Agreement on behalf of the District, including, without limitation, the authority to allocate or reallocate any contributions made by the District under this Master Agreement.

b. Shall work in partnership with the NFF to create materials, publications, web properties and press releases about the project(s).

c. Shall cooperate with the NFF to implement a volunteer day, if/when opportunity arises, that could include an invitation to the District’s employees and/or residents to participate.
d. Shall, during the term of this Master Agreement, contribute an amount no less than $200,000 per year, but as more particularly specified in “ADDENDUM 1” (attached hereto and incorporated herein by this reference), towards the fulfillment of the purposes, intent, and goals of this Master Agreement. ADDENDUM 1 will be updated by the District’s representative from time to time to accurately document and reflect the actual amount of all contributions made pursuant to this Master Agreement. These contributions by the District will be allocated amongst specific projects according to the Specific Project Agreements. All such contributions must be used in accordance with the terms, conditions, and limitations specified in this Master Agreement and any Specific Project Agreement(s).

E. GENERAL PROVISIONS:

1. Endorsement Disclaimer. This Master Agreement does not confer or imply endorsement of the District by the NFF or the U.S. Forest Service, or the NFF or the U.S. Forest Service by the District.

2. Effective Date and Duration. This Master Agreement is effective as of the last signature date and shall expire one (1) year from that date unless terminated earlier by either Party. This Master Agreement may be renewed for an additional five (5) one-year terms upon mutual written approval, signed and dated by all Parties.

3. Termination Generally. Either Party may terminate this Master Agreement upon thirty (30) days written notice to the other Party. Upon termination, all work performed pursuant to this Master Agreement, or any Specific Project Agreement authorized under this Master Agreement, shall cease and the Parties shall incur no further obligation under this Master Agreement.

4. Notices. All written notices concerning this Master Agreement or under any Specific Project Agreement shall be delivered in person or sent by certified mail, return receipt requested, to the Parties at their Principal Contacts as indicated in Section F below.

5. Non-discrimination. In carrying out the terms of this Master Agreement and any Specific Project Agreement(s), the Parties agree to comply with Arizona State Executive Order 2009-09 and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.

6. Audit. NFF will retain all records relating to this Master Agreement and any Specific Project Agreement(s) and make them available for inspection and audit by the District or its representative upon request. The District reserves the right, at reasonable times, to audit all books, accounts, reports, files and other records relative to this Master Agreement and any Specific Project Agreement(s). NFF will keep all records pertaining to this Master Agreement and any Specific Project Agreement(s) on a generally accepted accounting basis for a period of five years following termination of the Master Agreement and any Specific Project Agreement(s).
7. **Conflict of Interest:** NFF acknowledges that the terms and conditions of A.R.S. § 38-511 are incorporated into this Master Agreement and any Specific Project Agreement(s).

8. **Immigration and Scrutinized Businesses.** Pursuant to A.R.S. § 41-4401, the District, as a political subdivision of the State of Arizona, is required to include in all contracts, including this Master Agreement and any Specific Project Agreement(s), the following requirements:
   
   a. NFF 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. § 23-214.
   
   b. A breach of warranty under sub-paragraph (E)(8)(a) above shall be deemed a material breach of the contract and is subject to relief up to and including termination of this Master Agreement and any Specific Project Agreement(s).
   
   c. The District retains the legal right to inspect the papers of the NFF or any of its subcontractors who work on the Project to ensure that NFF or its subcontractor(s) is complying with the warranty provided under sub-paragraph (E)(8)(a) above.
   
   d. False certifications may result in the termination of this Master Agreement and any Specific Project Agreement(s).

9. **Compliance with Laws.** NFF shall comply with all existing and subsequently enacted Federal, State and local laws, ordinances, and codes and regulations that are, or become applicable to this Master Agreement and any Specific Project Agreement(s), including all applicable state and federal laws rules, regulations and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act.

10. **Third-Party Beneficiary.** The Parties expressly agree that this Master Agreement and any Specific Project Agreement(s) are not intended by any of its provisions to create any right in the public or any member thereof as a third-party beneficiary, nor to authorize anyone not a party to this Master Agreement and any Specific Project Agreement(s) to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Master Agreement and any Specific Project Agreement(s).

11. **Modification.** Any amendment or modification of this Master Agreement and/or any Specific Project Agreement(s) shall be in writing and shall be effective only after signature by both Parties.

12. **Termination for Non-Availability of Funds.** Every obligation of the Parties under this Master Agreement and any Specific Project Agreement(s) is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds for the continuance of this Master Agreement and any Specific Project Agreement(s) are not allocated or are not available, then this Master Agreement and any Specific Project Agreement(s) shall terminate automatically on the date of expiration of funds. In the event of such termination, the Parties shall incur no further obligation or liability under this Master Agreement and any Specific Project Agreement(s) other than for payments of services rendered prior to the expiration of funding.
13. **Other Agreements.** This Master Agreement and any Specific Project Agreement(s) in no way restrict any Party from participating in similar activities with other public or private agencies, organizations, or individuals.

14. **Successor and Assigns.** This Master Agreement and any Specific Project Agreement(s) shall be binding upon the Parties and upon their successors; neither Party may assign its rights or obligations under this Master Agreement and any Specific Project Agreement(s) without the expressed written consent of the other Party.

15. **Compliance with Applicable Law.** All work performed pursuant to this Master Agreement and any Specific Project Agreement(s) shall be in compliance with all Arizona state and federal laws, rules, and regulations.

16. **Choice of Law; Venue.** Any dispute under, arising out of, or related to, this Master Agreement or any Specific Project Agreement(s) will be decided in accordance with the laws of the State of Arizona without consideration to conflicts of law, and venue for any such disputes shall be the Superior Court of Arizona in and for Coconino County, in Flagstaff, Arizona.

17. **Entire Master Agreement:** This Master Agreement, together with any Specific Project Agreement(s) entered pursuant to this Master Agreement, constitute and embody the full and complete understanding and agreement of the Parties and supersede all prior understandings, agreements, discussions, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by either Party which is not embodied in this Master Agreement and/or any Specific Project Agreement(s), and no Party will be bound by, or be liable for, a statement of intention not so set forth in this Master Agreement and/or any Specific Project Agreement(s).

18. **Severability.** In the event that any provision of this Master Agreement or any Specific Project Agreement(s) or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this Master Agreement and/or any Specific Project Agreement(s) and shall have no effect on the remaining provision of this Master Agreement and/or any Specific Project Agreement(s), which shall remain in full force and effect.

F. **THE PRINCIPAL CONTACTS FOR THIS INSTRUMENT ARE:***

<table>
<thead>
<tr>
<th>National Forest Foundation Contact</th>
<th>Coconino County Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Mitsos</td>
<td>Lucinda Andreani</td>
</tr>
<tr>
<td>President</td>
<td>Flood Control District Administrator</td>
</tr>
<tr>
<td>National Forest Foundation</td>
<td>Coconino Public Works</td>
</tr>
<tr>
<td>Building 27, Suite 3</td>
<td>Coconino County</td>
</tr>
<tr>
<td>Fort Missoula Road</td>
<td>5600 Commerce Avenue</td>
</tr>
<tr>
<td>Missoula, MT 59804</td>
<td>Flagstaff, AZ 86004</td>
</tr>
<tr>
<td>Phone (406) 830-3351</td>
<td>Phone: (928) 679-7166</td>
</tr>
<tr>
<td>Fax: (406)542-2810</td>
<td>Fax: (928) 679-8301</td>
</tr>
<tr>
<td>E-Mail: <a href="mailto:mmitsos@natlforests.org">mmitsos@natlforests.org</a></td>
<td>E-Mail: <a href="mailto:landreani@coconino.az.gov">landreani@coconino.az.gov</a></td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the date written above.

**COCONINO COUNTY**

By: __________________________           ______________

Lena Fowler
Chair, Board of Directors
Coconino County Flood Control District

ATTEST:

______________________________
County Clerk

APPROVED AS TO FORM:

______________________________
County Attorney

**THE NATIONAL FOREST FOUNDATION**

By: __________________________           __________________

Mary Mitsos
President
National Forest Foundation
DATE: August 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Consideration and possible action to approve Board of Equalization Resolution 2019-03 to receive and accept the Hearing Officer's Recommendation for Petition for Review of Property Valuation for Tax Year 2020 hearings conducted August 1, 2019.

RECOMMENDED MOTION:

Approve Board of Equalization Resolution 2019-03, receiving and accepting the Hearing Officer's Recommendation for Petition for Review of Property Valuation for Tax Year 2020 hearings conducted August 1, 2019.

BACKGROUND:

Arizona Revised Statutes requires that each year the Assessor issue Notice of Value cards to every property owner in Coconino County. Property owners who disagree with the Assessor’s valuation of their property can follow a process outlined in ARS to appeal the Assessor’s valuation. The process starts with appealing directly to the Assessor. After meeting with the Assessor, if the property owner is still not satisfied, the property owner can appeal to the Board of Equalization.

The Board of Supervisors appointed one hearing officer to conduct the hearings and make recommendations to the Board of Equalization. All petitions that meet the ARS requirements are scheduled for hearings. Hearings can be conducted in person or “on the record” if the property owner cannot be present. If the property owner cannot be present, the Hearing Officer considers the written information submitted by the property owner and written information submitted by the Assessor’s staff.

Prior to the start of the hearing, the property owner and Assessor’s staff are sworn in. The Hearing Officer announces the parcel number for each hearing and explains the hearing process to the property owner. By Arizona Law, the property owner has the burden of proof. The Hearing Officer takes testimony from the property owner first. The Hearing Officer may ask clarification questions and the Assessor’s staff is able to ask questions of the property owner. The Assessor’s staff presents testimony and evidence second. This information is provided in written form explaining the Assessor’s position on the property’s valuation. A copy of this
information is given to the property owner and Hearing Officer at the hearing. The Hearing Officer may ask clarification questions and the property owner is given an opportunity to ask questions or rebut evidence from the Assessor’s staff.

ARS allows the Assessor or property owners who are dissatisfied with the valuation or classification of the property as fixed by the County Board to appeal directly to Tax Court.

This year the Clerk of the Board received Petitions for 24 parcels for Review of Real Property Valuation to set for hearings. The attached resolution and spreadsheet have information on each appeal including the hearing officer’s recommendation.

Parcels Appealed to the BOE Level: 24
Parcels Denied a Hearing: 0
Parcels with No Change in Value: 14
Parcels with Decrease: 4
Withdrawn: 6

Per ARS and the BOE policy adopted by the Board, the Board’s review is limited as follows:

1. The County Board’s review of the hearing officer’s decision is limited. The County receives the decision of the hearing officer and shall uphold the decision of the hearing officer unless there is substantiated evidence presented to the Board of Equalization that the procedures for the hearing were not followed, state law was violated or there is no evidence from the record to substantiate the hearing officer’s decision.

2. The Board may not substitute its judgment for the judgment of the hearing officer with regard to the evidence. The decision must be based on the evidence presented by the parties attending the hearing.

ARS provides that the Assessor or property owners who are dissatisfied with the valuation or classification of the property as fixed by the County Board may directly appeal to Tax Court.

ALTERNATIVES:

The County Board of Equalization is required to decide all Petitions for Review of Valuation before October 15 of each year.

FISCAL IMPACT:

Four parcels had the Full Cash Value reduced.

SUMMARY:

NOTHING

ATTACHMENTS:

1 - Staff Report
2 - BOE RESOLUTION 2019-03
3 - PROTEST MASTER LOG
RESOLUTION NO. 2019-03

A RESOLUTION OF THE BOARD OF EQUALIZATION OF COCONINO COUNTY, ARIZONA, RECEIVING AND ACCEPTING THE HEARING OFFICER’S RECOMMENDATIONS FOR PETITIONS FOR VALUATION REVIEW TAX YEAR 2020, HEARINGS CONDUCTED AUGUST 1, 2019

WHEREAS, the Board of Supervisors has certain statutory authority pursuant to A.R.S. § 42-16103 to appoint a hearing officer to review petitions filed under A.R.S. § 42-19052; and,

WHEREAS, at a lawfully conducted meeting on June 18, 2019, the Board of Supervisors appointed Hearing Officer Howard C. (Chuck) Johnson; and,

WHEREAS, the hearings were conducted according to A.R.S. § 42-16106 and A.R.S. § 42-19052 on August 1, 2019; and,

NOW THEREFORE BE IT RESOLVED that the Board of Equalization hereby receives and accepts the attached recommendations from Hearing Officer Howard C. Johnson for Petitions for Valuation Review for Tax Year 2020 as listed in the attached Protest Master Log.

APPROVED AND ADOPTED this 3rd day of September, 2019, by the Coconino County Board of Equalization.

AYES:
NOS:
ABSENT:

COCONINO COUNTY BOARD OF EQUALIZATION

____________________________
Lena Fowler, Chair
(SEAL)

APPROVED AS TO FORM:

____________________________
Patrice M. Horstman, Board Attorney

ATTEST:

____________________________
Lindsay Daley, Clerk of the Board

Approved September 3, 2019
<table>
<thead>
<tr>
<th>Parcel #</th>
<th>Account #</th>
<th>Owner &amp; property address</th>
<th>Protest by</th>
<th>Original LPV</th>
<th>Adjusted LPV</th>
<th>LPV Change</th>
<th>Original FCV</th>
<th>Adjusted FCV</th>
<th>FCV Change</th>
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<td>106-07-013E</td>
<td>R0349391</td>
<td>Mathias Hecht 900 Ash Ln., Flagstaff, AZ 86004</td>
<td>owner</td>
<td>$518,971</td>
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<td>$0</td>
<td>$725,567</td>
<td>$625,000</td>
<td>($100,567)</td>
<td>The Hearing Officer received the testimony from the Appellant and the Assessor’s staff and reduced the Full Cash Value to $625,000 to be comparable to similar properties in the area.</td>
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<tr>
<td>110-06-087-C</td>
<td>R0001117</td>
<td>Marion Hall 420 N Rim Dr., Flagstaff, AZ</td>
<td>owner</td>
<td>$115,967</td>
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<td>$0</td>
<td>$135,401</td>
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<td>The Hearing Officer received the testimony from the Appellant and the Assessor’s staff and ordered No Change; the Assessor’s valuation is fair and equitable.</td>
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<td>116-64-004</td>
<td>R0017144</td>
<td>Randy Rowland 3915 Westwood Cir., Flagstaff, AZ 86005</td>
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<td>$524,390</td>
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<td>$0</td>
<td>$607,636</td>
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<td>The Hearing Officer received the testimony from the Appellant and the Assessor’s staff and ordered No Change; the Assessor’s valuation is fair and equitable.</td>
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<tr>
<td>Case Number</td>
<td>Roll Number</td>
<td>Property Address</td>
<td>Agent</td>
<td>Full Cash Value</td>
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<td>Hearing Officer's Decision</td>
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<td>104-06-008-C</td>
<td>R0056814</td>
<td>Route 66 Eat 1416 E. Route 66, Flagstaff, AZ</td>
<td>Agent</td>
<td>$5,034,141</td>
<td>$1,334,141</td>
<td>Reduced Full Cash Value to $3.7 million, as recommended by the Assessor's Office, to be comparable with similar properties in the area.</td>
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<td>DFTC Inc., 4601 E Marketplace Dr., Flagstaff, AZ</td>
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<td>$2,124,205</td>
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<td>105-10-001-C</td>
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<td>Fisher Trust 1201 E. JW Powell Blvd, Flagstaff, AZ</td>
<td>Agent</td>
<td>$1,300,000</td>
<td>$0</td>
<td>Ordered No Change; the Assessor's valuation is fair and equitable.</td>
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<tr>
<td>Case No.</td>
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<td>Owner</td>
<td>Address</td>
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<td>Assessed Value</td>
<td>Previous Year Assessed Value</td>
<td>Change</td>
<td>New Value</td>
<td>Previous Year Value</td>
<td>Change</td>
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<td>108-13-008</td>
<td>R0027957</td>
<td>Anthony Choi</td>
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<td>Anthony Choi</td>
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<td>$294,583</td>
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<td>$0</td>
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<td>108-13-004</td>
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<td>Anthony Choi</td>
<td>2308 N. Fourth St., Flagstaff, AZ 86004</td>
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<tr>
<td>108-13-009-A</td>
<td>R0314189</td>
<td>Anthony Choi</td>
<td>2205 E. Seventh Ave., Flagstaff, AZ 86004</td>
<td>owner</td>
<td>$392,777</td>
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<td>$0</td>
<td>$912,303</td>
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<td>2221 E. Seventh Ave., Flagstaff, AZ 86004</td>
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<td>Petitioner’s Valuation</td>
<td>Assessor’s Valuation</td>
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<td>R1011816</td>
<td>Loma Alta Group, LLC 2707 E. Huntington Dr. Flagstaff, AZ</td>
<td>Agent</td>
<td>$1,813,184</td>
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<td>$2,250,000</td>
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<td>Loma Alta Group, LLC 2707 E. Huntington Dr. Flagstaff, AZ</td>
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<tr>
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<td>Baring Limited 70 N. Wahweap Dr., Page, AZ 86040</td>
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<tr>
<td>103-21-022-C</td>
<td>R0052308</td>
<td>LNN Enterprises Inc. 1601 S. Milton Rd., Flagstaff, AZ</td>
<td>Agent</td>
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The Hearing Officer received the testimony from the Appellant and the Assessor’s staff and reduced the Full Cash Value and Limited Property Value to $1,800,000 based on conditions mentioned in appeal, to make it comparable to market sales.

The Hearing Officer received the testimony from the Appellant and the Assessor’s staff and reduced the Full Cash Value to $95,000 based on conditions mentioned in appeal, to make it comparable to similar properties in the area.

Petitioner did not appear. The Hearing Officer reviewed the petition and supporting documents submitted by the Appellant and the Assessor’s staff and ordered No Change; the Assessor’s valuation is fair and equitable.

Petitioner did not appear. The Hearing Officer reviewed the petition and supporting documents submitted by the Appellant and the Assessor’s staff and ordered No Change; the Assessor’s valuation is fair and equitable.
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<th>Case Number</th>
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DATE: August 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Consideration and possible action to approve Board of Equalization Resolution 2019-04, receiving and accepting the Hearing Officer's recommendation for the Kinsey Ridge Apartments Notice of Claim Petition, to reduce the Improvement Value, Full Cash Value and Limited Property Value, as recommended by the Assessor's Office, for parcel numbers 102-07-077B and 102-07-077C for Tax Year 2019.

RECOMMENDED MOTION:

Move to Resolve as the Board of Equalization. Approve Board of Equalization Resolution 2019-04, receiving and accepting the Hearing Officer's recommendation for the Kinsey Ridge Apartments Notice of Claim Petition, to reduce the Full Cash Value and Limited Property Value, as recommended by the Assessor's Office, for parcel numbers 102-07-077B and 102-07-077C for Tax Year 2019.

BACKGROUND:

Arizona Revised Statutes (ARS 42-16254) provides the Taxpayer Notice of Claim as a mechanism for property owners to correct a specific error in fact related to property valuation or classification or an error in any tax rate, when the error was not previously known, and was not addressed in a previous appeal. A petition for Taxpayer Notice of Claim can be filed with the assessor at any time. If the taxpayer is not satisfied with the assessor’s response, an appeal can be filed with the county board of equalization.

Examples of errors include a mistake in the description of the size, use or ownership of land, a mistake in improvements or personal property; clerical or typographical errors in reporting or entering data; a failure to timely capture new construction, the destruction or demolition of improvements, or splitting or combining parcels; the existence or nonexistence of the property on the valuation date; or any other objectively verifiable error that does not require the exercise of discretion, opinion or judgment.

Suzanne Droubie from CBRE was the representative for Kinsey Ridge Apartments, located at 1732 and 1718 N. Fort Valley Rd., Flagstaff, and filed a taxpayer notice of claim appeal with the Clerk of the Board on July 24, 2019 for tax year 2018 and 2019. A hearing was held on August
1, 2019 with Hearing Officer Chuck Johnson. Ms. Droubie attended the hearing. The Assessor's Office and Ms. Droubie had reached an agreement prior to the hearing and presented that agreement to the Hearing Officer the day of the hearing.

The Agreement states that per physical inspection of an appraiser on July 31, 2019, the effective age was changed from 1987 to 1972 and the heating and cooling component was corrected from package to forced air. These changes resulted in a reduction of value for only Tax Year 2019 for the two parcels.

For parcel 102-07-077B, for Tax Year 2019, the Improved Value was reduced from $1,634,155 to $1,152,464 with a difference of $481,691; Limited Property Value was reduced from $1,576,422 to $1,089,514 with a difference of $486,908 and the Full Cash Value was reduced from $1,852,870 to $1,371,179 with a difference of $481,691.

For parcel 102-07-077C, for Tax Year 2019, the Improved Value was reduced from $3,061,533 to $2,147,902 with a difference of $913,631; Limited Property Value was reduced from $3,499,093 to $2,585,462 with a difference of $913,631 and the Full Cash Value was reduced from $2,977,028 to $2,068,920 with a difference of $908,108.

The agreement called for no change for the two parcels for Tax Year 2018.

The Hearing Officer approved of the agreement and ordered that the Improved Value, Full Cash Value and Limited Property Value be reduced as listed above for the two parcels for Tax Year 2019 and that there be no change for Tax Year 2018 for the two parcels.

Per ARS and the BOE policy adopted by the Board, the Board’s review is limited as follows:

1. The County Board’s review of the hearing officer’s decision is limited. The County receives the decision of the hearing officer and shall uphold the decision of the hearing officer unless there is substantiated evidence presented to the Board of Equalization that the procedures for the hearing were not followed, state law was violated or there is no evidence from the record to substantiate the hearing officer’s decision.

2. The Board may not substitute its judgment for the judgment of the hearing officer with regard to the evidence. The decision must be based on the evidence presented by the parties attending the hearing.

ALTERNATIVES:

The Board of Equalization must make a decision in this matter per statute.

FISCAL IMPACT:

The Full cash value and limited property value was reduced for the two parcels for Tax Year 2019.

ATTACHMENTS:

1 - Staff Report
2 - BOE RESOLUTION 2019-04
3 - AGREEMENT
RESOLUTION NO. 2019-04

A RESOLUTION OF THE BOARD OF EQUALIZATION OF COCONINO COUNTY, ARIZONA, RECEIVING AND ACCEPTING THE HEARING OFFICER’S RECOMMENDATION TO ACCEPT THE STIPULATION AGREEMENT FOR APN 102-07-077B (ACCOUNT # R0023482) AND APN 102-07-077C (ACCOUNT # R0023483) FOR THE TAX YEARS 2018 AND 2019 PROPERTY TAX ASSESSMENT; HEARING CONDUCTED AUGUST 1, 2019

WHEREAS, the Board of Supervisors has certain statutory authority pursuant to A.R.S. § 42-16103 to appoint a hearing officer to review petitions filed under A.R.S. §42-16105; and,

WHEREAS, at a lawfully conducted meeting on June 18, 2019, the Board of Supervisors appointed Hearing Officer Howard C. (Chuck) Johnson; and,

WHEREAS, a hearing was conducted according to A.R.S. § 42-16252, A.R.S. § 42-16106 and A.R.S. § 42- 19052 on August 1, 2019; and,

WHEREAS, at the hearing the Appraiser presented an Agreement between the Assessor’s Office and Petitioner to the Hearing Officer with no change for the two parcels for Tax Year 2018; however, with the values reduced for the two parcels for Tax Year 2019 as follows:

<table>
<thead>
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<tbody>
<tr>
<td>IMP: $1,152,464</td>
<td>IMP: $2,147,902</td>
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<tr>
<td>FCV: $1,371,179</td>
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<tr>
<td>LPV: $1,089,514</td>
<td>LPV: $2,068,920</td>
</tr>
</tbody>
</table>

WHEREAS, the Hearing Officer’s decision was to accept the agreement proposed; and

NOW THEREFORE BE IT RESOLVED that the Board of Equalization hereby receives and accepts the values listed above and attached in the agreement regarding APN 102-07-077B (Account #R0023482), and APN 102-07-077C (Account #R0023483) for Tax Years 2018 and 2019 property tax assessment.

APPROVED AND ADOPTED this 3rd day of September 2019, by the Coconino County Board of Equalization.

AYES:
NOS:
ABSENT:
2018 & 2019 NOTICE OF CLAIM

PARCEL NUMBER: 102-07-077-B & 077-C

ACCOUNT NUMBER:

COCONINO COUNTY

2018 & 2019 NOTICE OF CLAIM

FULL CASH VALUE
See attached

LIMITED PROPERTY VALUE
See attached

2018 & 2019 ASSESSOR LEVEL DECISION

FULL CASH VALUE
See attached

LIMITED PROPERTY VALUE
See attached

ASSESSOR RECOMMENDATION:

FULL CASH VALUE
See attached

LIMITED PROPERTY VALUE
See attached

Situs Address: 1732 & 1718 N. Fort Valley Rd.

OWNED BY: Kinsey Ridge Apartments LLC

PREPARED FOR 2018 & 2019 BOARD OF EQUALIZATION

BY THE COCONINO COUNTY ASSESSOR'S OFFICE

Represented by: Terry Anderson
Date: 8/1/2019
Notice of Claim
Meeting Agreement

COCONINO COUNTY ASSESSOR
110 E. CHERRY AVE
FLAGSTAFF AZ 86001

Armando Ruiz, County Assessor
Phone: (928) 679-7962
Hours: 8 a.m. to 5 p.m. Monday through Friday

OWNER:
Kinsey Ridge Apartments LLC
C/O 3719 N Campbell Avenue
Tucson, AZ 85719

PROPERTY DESCRIPTION (May be Incomplete):
1732 & 1718 N Fort Valley Rd
Flagstaff, AZ 86001

Tax Year: 2018 & 2019
Account Number: R0023482
Parcel ID: 102-07-077-B

Mail Date: 
Account Status: Active
Property Location: 1732 N Fort Valley Rd.

Meeting Date: 8/1/2019
Meeting Time: 4:00 P.M.
Appraiser: T. Anderson

Disputes:

Agrees In Full In Part

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Explain Partial Agreement/Dispute: Per physical inspection on 7-31-19, changed effective age from 1987 to 1972, corrected heating and cooling component from package to forced air. These changes resulted in a reduction in value for tax year 2019 only. Also removed B-code calculation for 2019 only. No changes to 2018 tax year. Changes will roll over for the 2020 tax year.

Pursuant to ARS 42-16254(f), if the taxpayer disagrees with the Assessor's decision the taxpayer may file a petition with the County Board of Equalization within 90 days of the date of the Assessor's Meeting Decision date.

Signature of Petitioner or Representative

Signature of Assessor Representative
Notice of Claim
Meeting Agreement

OWNER:

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<tr>
<th>Kinsey Ridge Apartments LLC</th>
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<tr>
<td>C/O 3719 N Campbell Avenue</td>
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<td>Tucson, AZ 85719</td>
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PROPERTY DESCRIPTION (May be Incomplete):

| 1718 N Fort Valley Rd.       | Flagstaff, AZ. 86001 |

Additional Parcels

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19. | 09/03/2019 | Board of Equalization | BOE Resolution 2019-04 regarding Kinsey Ridge Apartments Notice of...
DATE: August 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Public Hearing and Recommendation to the Arizona Department of Liquor Licenses regarding an application for a new application of a series 07 (Beer and Wine Bar) liquor license to Theresa Morse, VC Bar & Grill LLC, located at Hwy 89A 5 miles north of Marble Canyon, Marble Canyon, Arizona.

RECOMMENDED MOTION:

Approve a recommendation of approval to the Arizona Department of Liquor Licenses regarding an application for a new application series 07(Beer and Wine Bar) liquor license to Theresa Morse, VC Bar & Grill LLC, located at Hwy 89A 5 miles north of Marble Canyon, Marble Canyon, Arizona.

BACKGROUND:

VC Bar & Grill is located in District 5 in Marble Canyon. 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 Theresa Morse, VC Bar & Grill LLC, located at Hwy 89A 5 miles north of Marble Canyon, Marble Canyon, Arizona.

ATTACHMENTS:

1 – Staff Report
2 - Application
State of Arizona  
Department of Liquor Licenses and Control  

Created 06/14/2019 @ 09:43:38 AM  
Local Governing Body Report  

**LICENSE**  

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<td>HWY 89A 5 Mi N OF MARBLE CANYON, MARBLE CANYON, AZ 86036 USA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>2206 E CHISHOLM TRAIL, FLAGSTAFF, AZ 86005 USA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>(928)355-2231</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alt. Phone:</td>
<td>(480)353-8035</td>
<td>Email:</td>
<td><a href="mailto:TJMORSE1208@Q.COM">TJMORSE1208@Q.COM</a></td>
</tr>
</tbody>
</table>

Currently, this license has pending applications.  

**AGENT**  

<table>
<thead>
<tr>
<th>Name:</th>
<th>THERESA JUNE MORSE</th>
<th>Gender:</th>
<th>Female</th>
</tr>
</thead>
<tbody>
<tr>
<td>Correspondence Address:</td>
<td></td>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td>Alt. Phone:</td>
<td></td>
<td>Email:</td>
<td><a href="mailto:TJMORSE1208@Q.COM">TJMORSE1208@Q.COM</a></td>
</tr>
</tbody>
</table>

**OWNER**  

<table>
<thead>
<tr>
<th>Name:</th>
<th>VC BAR &amp; GRILL LLC</th>
<th>Contact Name:</th>
<th>THERESA MORSE</th>
<th>Type:</th>
<th>LIMITED LIABILITY COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>AZ CC File Number:</td>
<td>L22165026</td>
<td>State of Incorporation:</td>
<td>AZ</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incorporation Date:</td>
<td>10/04/2017</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Correspondence Address:</td>
<td>2206 E CHISHOLM TRAIL, FLAGSTAFF, AZ 86005 USA</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:TJMORSE1208@Q.COM">TJMORSE1208@Q.COM</a></td>
<td>Officers / Stockholders</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
VC BAR & GRILL LLC - Managing Member

Name: BRADY RAY BLACK
Gender: Male
Correspondence Address: 2206 E CHISHOLM TRAIL
FLAGSTAFF, AZ 86005
USA
Phone: (928)856-0012
Alt. Phone: 
Email: LEESFERRYLODGING@GMAIL.COM

MANAGERS

Name: BOBBY DON TROTTER
Gender: Male
Correspondence Address: 2206 E CHISHOLM TRAIL
FLAGSTAFF, AZ 86005
USA
Phone: (971)235-5732
Alt. Phone: 
Email: 

APPLICATION INFORMATION

Application Number: 67598
Application Type: Owner Transfer
Created Date: 06/14/2019

QUESTIONS & ANSWERS

007 Beer and Wine Bar

1) If you intend to operate 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
   A Document of type INTERIM PERMIT is required.
4) 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.
   Yes
5) Is the Business located within the incorporated limits of the city or town of which it is located?
   No
6) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
   Yes
   If Yes, what City, Town or Tribal Reservation is this Business located in?
   COCONINO COUNTY
15) Please provide name, address, and Distance of nearest school.
   DESERT VIEW INTERMEDIATE SCHOOL- 40 MILES
   462 S LAKE POWELL BLVD PAGE AZ 86040

16) Please provide name, address, and distance of nearest church.
   CHURCH OF JESUS CHRIST LATTER DAY SAINTS- 18 MILES
   US HWY 89A MARBLE CANYON AZ 86036

17) Are you a tenant? (A person who holds the lease of a property; a lessee)
   No

18) Is there a penalty if lease is not fulfilled?
   No

19) 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

20) Are you the owner
   Yes

21) Are you a purchaser?
   No

22) Are you a management company?
   No

23) What is the total money borrowed for the business not including the lease?
    Please list lenders/people owed money for the business.
    TOTAL: $475,000.00
    ONE AZ CREDIT UNION- $475,000.00
    5200 N HWY 89 FLAGSTAFF AZ 86004

24) Is there a drive through window on the premises?
   No

25) Have you provided a diagram of your premises?
   Yes

26) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
    CONTIGUOUS

27) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   No
State of Arizona
Department of Liquor Licenses and Control

Created 06/14/2019 @ 09:34:45 AM
Local Governing Body Report

LICENSE

Number: INP030006850
Name: VC BAR & GRILL
State: Active
Issue Date: 06/14/2019
Expiration Date: 09/27/2019
Original Issue Date: 06/14/2019
Location: HWY 89A 5 MI N OF MARBLE CANYON, MARBLE CANYON, AZ 86036 USA
Mailing Address:
Phone:
Alt. Phone:
Email: TJMORSE1208@Q.COM

AGENT

Name: THERESA JUNE MORSE
Gender: Female
Correspondence Address:
Phone:
Alt. Phone:
Email: TJMORSE1208@Q.COM

OWNER

Name: VC BAR & GRILL LLC
Contact Name: THERESA MORSE
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: L22165026
State of Incorporation: AZ
Incorporation Date: 10/04/2017
Correspondence Address:
Phone:
Alt. Phone:
Email: TJMORSE1208@Q.COM

Officers / Stockholders
Name: 
Title: 
% Interest: 

Page 1 of 2
VC BAR & GRILL LLC - Managing Member

Name: BRADY RAY BLACK
Gender: Male
Correspondence Address:

Phone: 
Alt. Phone: 
Email: LEESFERRYLODGING@GMAIL.COM

MANAGERS

Name: BOBBY DON TROTTER
Gender: Male
Correspondence Address:

Phone: 
Alt. Phone: 
Email: BDONNYDON@COMCAST.NET

APPLICATION INFORMATION

Application Number: 67599
Application Type: New Application
Created Date: 06/14/2019

QUESTIONS & ANSWERS

INP Interim Permit

1) Enter License Number currently at location
   07030005
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?
   No
AFFIDAVIT OF POSTING

Date of Posting: ______________________  Date of Posting Removal: ______________________

Applicant’s Name:  

Last  First  Middle

Business Address:  

Street  City  Zip

License #: ______________________

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Print Name of City/County Official  Title  Phone Number

Signature  Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.
Local Governing Body Recommendation

A.R.S. § 4-201(C)

1. City or Town of: ____________________________  Liquor License Application #: ____________________________  (Arizona application #)

2. County of: ____________________________  City/Town/County #: ____________________________

3. If licensed establishment will operate within an “entertainment district” as described in A.R.S. §4-207(D)(2),

   (Name of entertainment district)  (Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

4. The ____________________________ at a ____________________________ meeting held on the ____________________________ of ____________________________ (Month) ____________________________ (Year) considered the application of ____________________________ (Name of applicant) for a license to sell spirituous liquor at the premises described in application ____________________________ (Arizona liquor license application #) for the license series #: type ____________________________ (i.e.: series #10: beer & wine store) as provided by A.R.S §4-201.

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF ____________________________ (Name of applicant)

   to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended

   for ____________________________ (Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona.

Dated at ____________________________ on ____________________________ (Location) ____________________________ (Day) ____________________________ (Month) ____________________________ (Year)

______________________________  ______________________________
(Printed name of city, town or county clerk)  (Signature of city, town or county clerk)
DATE: August 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Eric Peterson, Public Affairs Director

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

- County Manager's Report
- Chair's Report

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

- District 5 – Supervisor Lena Fowler
- District 4 – Supervisor Jim Parks
- District 2 – Supervisor Elizabeth Archuleta
- District 3 – Supervisor Matt Ryan
- District 1 – Supervisor Art Babbott
DATE: August 29, 2019

TO: Honorable Chair and Members of the Board

FROM: Erika Philpot, Human Resources Director

SUBJECT: Discussion regarding and consideration of candidates seeking appointment as the County Superintendent of Schools. Pursuant to ARS 38-431.03(A)(1), the Board may vote to enter executive session on this item. Candidates to be interviewed include: Steven Berbeco, Deidre Crawley, Craig Howdeshell, Paul Kulpinski, Tommy Lewis, Ilene Ryan, Suzanne Witmer, Jillian Worssam, Dianna Sanchez.

RECOMMENDED MOTION:

Motion to go into executive session for interviews.

BACKGROUND:

Interviews will be conducted for the Superintendent of Schools position. This position is appointed by the Board of Supervisors.