Tuesday, September 24, 2019

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

PURSUANT TO A.R.S. § 38-431.02

10:00 a.m. – Regular Session

11:30 – 1:00 p.m. – A quorum of the Board of Supervisors may attend the Girl Scouts Women of Distinction Awards at Little America located at 2515 E. Butler Ave., Flagstaff, AZ, 86004

1:15 p.m. – Regular Session continues
Executive Session immediately following

First Floor Board Room
219 E. Cherry Ave., Flagstaff, Arizona, 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:

Proclamation:

1. Consideration and possible action to approve a proclamation designating September 2019 as Hunger Action Month. Board of Supervisors

Appointments:

2. Consideration and possible appointment of Esteban Villarreal to Coconino Hispanic Advisory Council for a term expiring September 24, 2023. Public Affairs
3. Consideration and possible action regarding the appointment of Verlin Joe to the Planning and Zoning Commission from District 5, for a term to expire September 30, 2023. **Community Development**

**Board of Supervisors Consent Agenda:**

4. Approve the minutes from the Board of Supervisors’ meetings conducted August 13, 2019, August 27, 2019 and September 3, 2019.

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

<table>
<thead>
<tr>
<th>Run Date</th>
<th>Warrant Numbers</th>
<th>Computer Register Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/29/2019</td>
<td>EFT – 6675 – 6717</td>
<td>$1,374,394.35</td>
</tr>
<tr>
<td>08/29/2019</td>
<td>Checks – 92001503 – 92001731</td>
<td>$847,318.37</td>
</tr>
<tr>
<td>09/05/2019</td>
<td>EFT – 6718 – 6735</td>
<td>$9,140.87</td>
</tr>
<tr>
<td>09/05/2019</td>
<td>Checks – 92001733 – 92001836</td>
<td>$400,093.89</td>
</tr>
<tr>
<td>09/12/2019</td>
<td>EFT – 6736 – 6797</td>
<td>$1,449,500.98</td>
</tr>
<tr>
<td>09/12/2019</td>
<td>Checks – 92001838 – 92002049</td>
<td>$1,853,488.47</td>
</tr>
</tbody>
</table>

6. Consideration and possible action to approve Community Grant funding from District 1 in the amount of $10,000 to Flagstaff Shelter Services to support expansion of their existing building. **Board of Supervisors**

7. Consideration and possible action to appoint Marilyn Irwin, Precinct 5, as a Democratic Precinct Committeeperson, for a term to expire October 1, 2020 and as requested by the Coconino County Democratic Party, to fill vacancies from a lack of candidates during the 2018 election. **Board of Supervisors**

8. Consideration and possible action to approve Resolution 2019-34, directing the County Treasurer to collect taxes for Tax Year 2019 from all persons listed in the assessment and Tax Roll on file in the office of the County Treasurer and by reference made a part of the resolution. **Board of Supervisors**

9. Consideration and possible action regarding approval of the Intergovernmental Agreement (IGA) for Mediation Services with the City of Flagstaff, for disputes regarding civil rights violations, with a term of Fiscal Year 2020 through Fiscal Year 2024 (5 Year Term). **Courts**

10. Consideration and possible action regarding approval of the Intergovernmental Agreement (IGA) between the Town of Fredonia and Coconino County for court services, and approval of the Budget Amendment totaling $27,734.90 with an annual 3% increase, and a Regular Part-Time (.50 FTE) Administrative Specialist I. **Courts**
11. Consideration and possible action regarding approval of Resolution 2019-36, establishing, adjusting and defining precinct boundaries in the County for the 2020 elections. **Elections**

12. Consideration and possible action to approve the funding agreement between the Arizona Department of Housing and Coconino County agreement 108-20 for Community Reintegration & Transitional Housing (CFDA #14.228) and corresponding FY20 Budget Amendment in the amount of $415,340.00, for the period October 1, 2019 to October 1, 2021, to provide re-entry transitional housing, case management, and supportive services for justice-involved individuals. **Health and Human Services**

13. Consideration and possible action regarding approval of the Intergovernmental Agreement between Coconino County and Pinal County in order for Coconino County Public Works to participate in the 28th Annual Safety "Roadeo" on November 21, 2019. **Public Works**

14. Consideration and possible action regarding approval of the Cost Recovery Agreement with the United States Forest Service (USFS) for the purpose of amending an existing Special Use Permit for the Williams Public Works Yard to allow for construction of a second access road to the facility. **Public Works**

15. Consideration and possible action regarding approval of a carryover request from Fiscal Year 2019 (FY19) to Fiscal Year 2020 (FY20), in the amount of $477,000.00, for planned projects not completed in Fiscal Year 2019. **Public Works**

16. Consideration and possible action regarding approval of Resolution 2019-33, approving a Certificate of Removal and Abatement Purging Record of Tax, Penalty and Interest on Personal Property Taxes, pursuant to ARS Title 42 Article 8. **Treasurer**

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

**Flood Control Consent Agenda:**

17. Consideration and possible action regarding approving a transfer of funds from the Coconino County Emergency Reserve Fund to the Flood Control District in the amount of $1,450,000 to cover expenses incurred during the Museum Flood mitigation efforts. **Flood Control**

_The Board will resolve as the Health District Board of Directors._
**Health District Consent Agenda:**

18. Consideration and possible action to approve and accept a grant award from the Arizona Community Foundation of Flagstaff in the amount of $3,000, and corresponding budget adjustment, to purchase laptops and/or tablets to increase efficiency in the field for the Healthy Families team. **Health and Human Services**

19. Consideration and possible action to approve Contract #2020-OP-005, in the amount of $14,138.00, between the Governor’s Office of Highway Safety (GOHS) and Coconino County Public Health Services District (CCPHSD), for the period October 1, 2019 to September 30, 2020, for the purchase of child safety seats. **Health and Human Services**

20. Consideration and possible action to approve Contract #2020-405h-004, in the amount of $3,795.00, between the Governor’s Office of Highway Safety and Coconino County Public Health Services District (CCPHSD), for the period October 1, 2019 to September 30, 2020, for the purchase of bicycle helmets and related program supplies. **Health and Human Services**

21. Consideration and possible action regarding approval of the Intergovernmental Agreement CTR043231 between the Arizona Department of Health Services (ADHS) and Coconino County Public Health Services District (CCPHSD), for the period of October 1, 2019, through September 30, 2020, in the amount of $556,354, to provide WIC ($489,854) and Breastfeeding Peer Counseling ($66,500) services. **Health and Human Services**

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

**Discussion and Possible Action:**

22. Discussion on Stronger as One activities and possible acceptance of funding from NARBHA Institute to fund the Salary/ERE for a Full-Time Project Manager in the amount of $82,374 and Salary/ERE for a Full-Time Youth Engagement Coordinator in the amount of $49,673, for Federal Fiscal Year 2019/2020 and same anticipated funding for the Project Manager only in Federal Fiscal Year 2020/2021, to further the goals of increasing mental health resources and suicide prevention; and, approve a corresponding budget adjustment. **County Manager**

23. Presentation of Monthly Budget Update for September. **Finance**

24. Presentation and discussion regarding the Flagstaff Metropolitan Planning Organization (FMPO) and its transition to independent non-profit status and a new corporate identity. **County Manager**
11:30 – 1:00 p.m. – A quorum of the Board of Supervisors may attend the Girl Scouts Women of Distinction Awards at Little America located at 2515 E. Butler Ave., Flagstaff, AZ, 86004

Discussion Items – continued – 1:15 p.m.:

25. Discussion regarding dependency matters in Coconino County. **County Manager**

26. Discussion and welcome to new Flagstaff City Manager, Greg Clifton. **County Manager**

27. Presentation and discussion regarding a proposal received from Watchandwager.com Inc. for harness racing at Fort Tuthill County Park. **Parks and Recreation**

Executive Session:

28. Consultation with attorneys for the Board to obtain legal advice regarding procedures for hearing appeal of alleged civil violation of County Abatement Ordinance. Pursuant to A.R.S. 38-431.03(A)(3) the Board may vote to enter executive session for this item. **Board of Supervisors**

29. Discussion, consultation and possible direction with attorneys regarding potential litigation. Pursuant to A.R.S. 38-431.03(A)(3) & (4) the Board may vote to enter executive session for this item. **County Attorney**

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

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: September 19, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Consideration and possible action to approve a proclamation designating September 2019 as Hunger Action Month.

RECOMMENDED MOTION or MOTION REQUESTED:

To approve a proclamation designating September 2019 as Hunger Action Month.

PERSON OR ORGANIZATION REQUESTING THE PROCLAMATION:

Carrie Henderson, Development Director for Flagstaff Family Food Center

REASON FOR THIS PROCLAMATION:

Hunger Action Month is a nationwide, month-long hunger awareness campaign started by the nationwide association of food banks, Feeding America. For the first time this year, the Flagstaff Family Food Center is participating in Hunger Action Month to raise food, funds, and awareness about hunger in our community. This is a great opportunity to spread the word about Hunger Action Month and show that fighting hunger is a community-wide effort.

PERSON WHO WILL BE READING OR ACCEPTING THE PROCLAMATION:

Carrie Henderson, Development Director for Flagstaff Family Food Center

ATTACHMENTS:

1 – Staff Report
2 – Proclamation
Coconino County

Proclamation

Designating September 2019 As Hunger Action Month

Whereas, Hunger Action Month is a nationwide, month-long hunger awareness campaign intended to raise food, funds, and awareness about hunger in communities across the United States; and

Whereas, in Arizona, over 1.2 million people suffer from food insecurity; and

Whereas, lack of consistent access to food is a problem for one in five adults, one in four children, and one in seven seniors in Arizona; and

Whereas, the need for hunger relief services is even higher in Coconino County, with 21% of the Coconino County population considered food insecure, one in four Coconino County children struggling with hunger, and 46% of Coconino County children eligible for free or reduced price lunch; and

Whereas, the Flagstaff Family Food Center provides the most extensive and wide-reaching emergency food support for the Flagstaff community, serving between 1,300 to 1,500 northern Arizonans per day; and

Whereas, the Coconino County Board of Supervisors encourages all community members to work to support the efforts of organizations that provide hunger relief services and long-term solutions to poverty to our most vulnerable neighbors;

Now Therefore, we, the Board of Supervisors of Coconino County, Arizona, do hereby proclaim September 2019 as Hunger Action Month in Coconino County, Arizona and call upon the citizens of Coconino County to join community agencies in a partnership of understanding and compassion to make our community a healthier, safer, more connected community where families have the resources and opportunities to improve their well-being.

Signed and sealed on this 24th day of September 2019.

COCONINO COUNTY BOARD OF SUPERVISORS:

______________________________
Art Babbott
District 1 Supervisor

______________________________
Jim Parks, Vice Chair
District 4 Supervisor

______________________________
Elizabeth C. Archuleta
District 2 Supervisor

______________________________
Lena Fowler, Chair
District 5 Supervisor

______________________________
Matt Ryan
District 3 Supervisor
DATE: September 19, 2019

TO: Honorable Chair and Members of the Board

FROM: Eric Peterson, Public Affairs Director

SUBJECT: Consideration and possible appointment of Esteban Villarreal to Coconino Hispanic Advisory Council for a term expiring September 24, 2023.

RECOMMENDED MOTION:

Approve the appointment of Esteban Villarreal to Coconino Hispanic Advisory Council for a term expiring September 24, 2023.

BACKGROUND:

The Hispanic Advisory Council was organized in 2001 to review and make recommendations to the Board of Supervisors concerning existing and proposed city, county, state and federal issues Hispanics in Coconino County. Currently, the Council has seven members: Ruth Eaton; Patty Garcia; John Haro; Barbara Mendez; Frank Moraga; Miguel Vasquez and J. Michael Cruz. Mr. Villarreal resides in Supervisory District 1.

ALTERNATIVES:

The Board may choose not to appoint Mr. Villareal.

FISCAL IMPACT:

There is no fiscal impact.

ATTACHMENTS:

1 - Staff Report
2 - APPOINTMENT OF ESTEBAN VILLARREAL TO CHAC
**Application for County Boards, Commissions, Committees and Councils**

**Personal Information**

<table>
<thead>
<tr>
<th>Name of the Board, Commission, Council or Committee you are interested in:</th>
<th>Coconino Hispanic Advisory Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your Name</td>
<td>Esteban Villarreal</td>
</tr>
<tr>
<td>Supervisor District</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Your Address</td>
<td>1450 W Kaibab Ln 105</td>
</tr>
<tr>
<td>Home Phone</td>
<td>9283737538</td>
</tr>
<tr>
<td>Work Phone</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:esteban.villarreal@villarrealestatesolutions.com">esteban.villarreal@villarrealestatesolutions.com</a></td>
</tr>
<tr>
<td>Fax Number</td>
<td>Field not completed.</td>
</tr>
</tbody>
</table>
Are you willing to abide by the Open Meeting and Open Records laws of the State of Arizona?

Yes

Are you willing to sign an Oath of Allegiance?

Yes

Number of hours you are able to commit to per month

6 - 10 hours per month

Do you have access to the internet?

Yes

Are you able to attend meetings in Flagstaff?

Yes

**Skills and Experience**

Why do you want to serve on this Board?

I would like to serve on the Board to help connect the Hispanic Community to the County Boards. Also, to help promote Hispanic events in the community.

What prior experience do you have on Boards?

Being part of the Safety and Health board member at Yuma Union School District for ten (10) years.

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

- **Management**
  - Years of Experience: 11

- **Building Professional**
  - Years of Experience: 14

- **Recreation**
  - Trails
  - Years of Experience: 6

**Experience Continued**

- **Artist**
  - Performing
  - Years of Experience: 3

- **Legal**
  - *Field not completed.*

  - Years of Experience
  - *Field not completed.*
Experience and Employment

Other Experience

Boys Scout of America

Years of Experience

3

Current Employer

Northern Arizona University

Job Title

Commercial Kitchen Maintenance Supervisor

Brief Description of Duties

Organizing workflow and ensuring that employees understand their duties relate to all the restaurant throughout the campus.

Past Employer

Northern Arizona University

Job Title

HVAC Control Mechanic

Brief Description of Duties

Responsible for the operation and maintenance of heating systems, air conditioning systems, lab air systems, vacuum systems, air handling equipment, pneumatic and digital controls in 10 to 15 buildings on the NAU campus.

Past Employer

Yuma Union School District

Job Title

HVAC Technician

Brief Description of Duties

Responsible for management of all installations, maintenance and repair Heat Pumps, Air Handlers, Energy Recovery Ventilation, VAV Boxes, Exhaust Fans, Evaporator Coolers, Walking Freezer, Walking Fridge, Reach-in Fridge, Ice Machines, Chillers, Cooling Towers, Closed Loop, Keep track
of all record for the State Manage programs and operations. 
Oversee phases of the operation, to include submissions of Preventive Maintenance Task Description for the Arizona School Facilities Board.

Resume Upload  
Esteban Villarreal.pdf

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

Email not displaying correctly? View it in your browser.
DATE: September 19, 2019

TO: Honorable Chair and Members of the Board

FROM: Jay Christelman, Community Development Director

SUBJECT: Consideration and possible action regarding the appointment of Verlin Joe to the Planning and Zoning Commission from District 5, for a term to expire September 30, 2023.

RECOMMENDED MOTION:

Appoint Verlin Joe to the Planning and Zoning Commission from District 5, for a term to expire September 30, 2023.

BACKGROUND:

Verlin Joe is recommended for appointment to the Planning and Zoning Commission for District 5 by Supervisor Fowler. Verlin has experience on the To'Nanees'Dizi Local Government's Planning and Zoning Committee in Tuba City, AZ, and he expresses interest in serving on Coconino County's Planning and Zoning Commission.

ALTERNATIVES:

Appoint another representative.

FISCAL IMPACT:

None.

ATTACHMENTS:

1 - Staff Report
2 - LETTER OF INTEREST
July 31, 2019

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

Verlin Joe
PO Box 3806
Tuba City, AZ 86045

To the Board of Supervisors:

I have been recently informed by Supervisor Lena Fowler that a position in the Planning and Zoning Commission was vacant and it has caught my attention. I am very interested in filling this position under the Planning and Zoning Commission of the Coconino County Government. I am currently serving as the Vice-President of the To’Nanees’Dizi Local Government’s Planning and Zoning Committee in Tuba City, AZ. At a young age I started to attend Chapter House meetings, Navajo Nation Veteran’s Organization meetings, and other tribal meetings and conferences. I would love to hold this position at the county level for I am pursuing a career in government.

The duties of the vacant position seem manageable, just, and could be accomplished if I were to obtain the position. I can be flexible with the hours and schedule, perform all duties as efficiently as I can, and hold a great attitude throughout the time of appointment. I do have reliable transportation to attend these meetings for the Planning and Zoning Commission. Although, I do have to be present at the Planning and Zoning Committee meetings for the To’Nanees’Dizi Local Government.

The Planning and Zoning Committee elected me as their Vice-President for a four-year term and I have dedicated myself to that committee, never missed a meeting, and conducted a few meetings in absence on the committee president. I have also dedicated myself to further my education by attending Dine College, pursuing a degree in business administration. Furthermore, I am young and have a passion to represent both the people of The Navajo Nation and The State of Arizona. With that being said, I know that I will dedicate myself to this position as well.

Thank you for your time and consideration.

Sincerely,

[Signature]

Verlin Joe
DATE: September 19, 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 13, 2019, August 27, 2019 and September 3, 2019.

RECOMMENDED MOTION:

Approve or move to amend any portion of the minutes.

BACKGROUND:

The Board of Supervisors and the Board of Directors of several County Districts conducted various meetings on August 13, 2019, August 27, 2019 and September 3, 2019. The Board shall provide for the taking of written minutes or a recording of all their meetings, including executive sessions; pursuant to ARS 38-431.01.B.

ALTERNATIVES:

Approve or move to amend any portion of the minutes.

FISCAL IMPACT:

This item has no impact to the General Fund.

ATTACHMENTS:

1 - Staff Report
2 - MINUTES - AUGUST 13, 2019
3 - MINUTES - AUGUST 27, 2019
4 - MINUTES - SEPTEMBER 3, 2019
August 13, 2019 – Special and Regular Session Minutes

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

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

Chair Fowler called the meeting to order at 4:05 p.m. and led the pledge of allegiance.

Upon inquiry from Chairwoman Fowler, Deputy County Attorney Rose Winkeler recommended the Board enter executive session for the remaining items on the agenda.

Motion: Enter executive session, Action: approve, Moved by: Supervisor Art Babbott, Seconded by: Supervisor Jim Parks. The motion passed unanimously.
Executive Session:

1. Consultation with attorneys for the Board to obtain legal advice. Pursuant to A.R.S. 38-431.03(A)(3) the Board may vote to enter executive session for this item. Treasurer

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

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

The Board entered executive session at 4:06 p.m.

Chairwoman Fowler adjourned executive session on agenda item #1 at 4:25 p.m.

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

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

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

The Board entered executive session at 4:26 p.m.

Chairwoman Fowler adjourned executive session on agenda item #2 at 5:07 p.m.

3. Discussion, consultation and possible direction with attorneys regarding case status and settlement negotiations in Navajo Nation v. Hobbs, et al., case number 3:18-cv-08329-DWL. Pursuant to ARS 38-431.03(A)(3) & (4) the Board may enter executive session for this matter. County Attorney

Present: Chairwoman Lena Fowler, Vice Chairman Jim Parks, Supervisor Elizabeth C. Archuleta, Supervisor Matt Ryan and Supervisor Art Babbott.
Also Present: Deputy County Manager/Public Works Director Lucinda Andreani, Deputy County Manager Mike Townsend, Deputy County Manager Marie Peoples, Deputy County Attorney Rose Winkeler, Recorder Patty Hansen, Public Affairs Director Eric Peterson, Clerk of the Board Lindsay Daley and Deputy Clerk of the Board Valerie Webber.

The Board entered executive session at 5:08 p.m.

The Board adjourned executive session on agenda item #3 at 5:33 p.m.

4. Discussion, consultation and possible direction with attorneys regarding status of, and County's position in, Sun State Towers, LLC v. Coconino County, case number CV-17-08075-PCT-GMS. Pursuant to ARS 38-431.03(A)(3) & (4) the Board may enter executive session for this matter. County Attorney

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

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

The Board entered executive session at 5:36 p.m.

There being no further discussion, Chairwoman Fowler adjourned executive session at 5:57 p.m.
Regular Meeting
August 13, 2019
6:00 p.m.
First Floor Board Room

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

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

Chair Fowler called the meeting to order at 6:08 p.m. and led the pledge of allegiance.

Call to the Public:

Bill Peterson, from the Arizona Historical Society Pioneer Museum, spoke about projects/events that have taken place over the last year. They are currently celebrating 21 resilient women in Flagstaff’s past and present; 1880’s to present. He passed out invitations to the Board.

Supervisor Babbott wanted to recognize the work being done at the Museum and shared his appreciation for bringing this to the Board’s attention.

Board of Supervisors Consent Agenda:

Motion: Move the Consent Agenda Items minus items 7 and 8 for approval. Action: approve, Moved by: Supervisor Art Babbott, Seconded by: Supervisor Matt Ryan. The motion passed unanimously.

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

<table>
<thead>
<tr>
<th>Run Date</th>
<th>Warrant Numbers</th>
<th>Computer Register Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/01/2019</td>
<td>EFT – 6485 – 6526</td>
<td>$1,450,331.80</td>
</tr>
<tr>
<td>08/01/2019</td>
<td>Checks – 92000772 – 92000939</td>
<td>$1,010,358.27</td>
</tr>
</tbody>
</table>

6. Consideration and possible action regarding adoption of Resolution 2019-28, approving the State Funding Agreement and Addendums for grant disbursements, in the amount of $2,519,709.00 for FY 2020, for contract services, salary, and
employee related expenses and approve the corresponding budget adjustment.

**Adult Probation**

7. Consideration and possible action to approve Community Grant funding from District 1, in the amount of $2,000.00, to the Arizona Historical Society to assist with costs for an exhibit marking the 100th anniversary of the passage of the 19th amendment. **Board of Supervisors**

Supervisor Archuleta requested to add additional funding in the amount of $700 from District 2.

**Motion:** Move the approval of item #7, making the total amount $2,700.00, **Action:** approve, **Moved by:** Supervisor Elizabeth Archuleta, **Seconded by:** Supervisor Art Babbott. The motion passed unanimously.

8. Consideration and possible action to approve Community Grant funding from District 1 in the amount of $1,000, District 3 in the amount of $2,000 and District 4 in the amount of $10,000, to the Mormon Lake Fire District to assist in paving the driveway/parking lot of the fire station. **Board of Supervisors**

Supervisor Archuleta requested to add $1,000.00 in additional funds from District 2, noting that District 5 would like to add $1,000.00; that making $1,000.00 from District 2, District 5 at $1,000.00, District 1 at $1,000.00, District 3 at $2,000.00 and reducing the amount from District 4 by $2,000.00, for a total of $13,000.00 in funds to Mormon Lake Fire District.

Supervisor Jim Parks moved to approve community grant funding from District 1 in the amount of $1,000.00, District 2 in the amount of $1,000.00, $2,000.00 from District 3 and $1,000.00 from District 5 and $8,000.00 from District 4, to the Mormon Lake Fire District to assist in paving the driveway/parking lot of the fire station, for a total of $14,000.00.

Supervisor Archuleta noted the total was $13,000.00, and said she moved to approve her previous motion. **Supervisor Parks moved to second Supervisor Archuleta’s original motion.**

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

Supervisor Parks thanked the Board for their contributions and noted this is a worthwhile project. The fact that there was a paving company already doing work in the area, saved several thousand dollars on the project.

9. Consideration and possible action regarding approval of Amendment #1 to Intergovernmental Agreement (IGA) DI19-002201, between Coconino County and Arizona Department of Economic Security (DES), to provide an allocation of $1,072,703 for PY19/FY20 and re-allocation of $2,552 for PY18/PY19; approve the authorization for staff to sign documents associated with the IGA. **Career Center**
10. Consideration and possible action regarding adoption of Resolution 2019-30, approving a request for Final Plat approval for a 16 lot subdivision on a 160 acre parcel in the G (General, 10 acre minimum parcel size) Zone. The property is located just southwest of the Forest Highlands Subdivision and is identified as Assessor’s Parcel Number 116-06-002B; the applicant is Ben ‘Tres’ Brooks, Scottsdale, AZ. **Community Development**

11. Consideration and possible action to approve the payment of $47,375.04 to Election Systems and Software for sales tax on the purchase of the new voting and ballot tabulation equipment. **Finance**

12. Consideration and possible action regarding approval of the contract award to Squire, Patton and Boggs for bond counsel services for the FY20 Pledged Revenue Obligation issue for the financing of the King Street project, with fees estimated to be $35,000. **Finance**

13. Consideration and possible action to approve the award of RFP 2019-105 to Performance Staffing, LLC, and a contract for Fiscal Year 2020 to provide the County with Temporary Staffing Services. **Human Resources**

14. Consideration and possible action regarding approval of the first renewal for the Independent Contract between Coconino County Parks and Recreation and Brown's Amusements for the Coconino County Fair. **Parks and Recreation**

15. Consideration and possible action regarding approval of the Third renewal of the Agreement between Burgess & Niple, Inc., and Coconino County for on-call professional engineering services from August 1, 2019 to July 31, 2020, in an amount of up to $500,000 per project. **Public Works**

16. Consideration and possible action regarding approval of the Third renewal of the Agreement between Civil Design & Engineering, Inc. and Coconino County, for RFQ 2019-106 on-call professional engineering services from August 1, 2019 to July 31, 2020, in an amount of up to $500,000 per project. **Public Works**

17. Consideration and possible action regarding approval of the Third renewal of the Agreement between Civiltec Engineering, Inc. and Coconino County for on-call professional engineering services from August 1, 2019 to July 31, 2020, in an amount of up to $500,000 per project. **Public Works**

18. Consideration and possible action regarding approval of the Third renewal of the Agreement between Dibble Engineering and Coconino County, for on-call professional engineering services from August 1, 2019 to July 31, 2020, in an amount of up to $500,000 per project. **Public Works**
19. Consideration and possible action regarding approval of the Third renewal of the Agreement between Entellus, Inc. and Coconino County, for on-call professional engineering services from August 1, 2019 to July 31, 2020, in an amount of up to $500,000 per project. **Public Works**

20. Consideration and possible action regarding approval of the third renewal of the Agreement between HELM Consultants, LLC, and Coconino County for on-call professional engineering services, from August 1, 2019 to July 31, 2020, in an amount of up to $500,000 per project. **Public Works**

21. Consideration and possible action regarding approval of the Third renewal of the Agreement between JE Fuller Hydrology & Geomorphology, Inc. and Coconino County, for on-call professional engineering services from August 1, 2019 to July 31, 2020, in an amount of up to $500,000 per project. **Public Works**

22. Consideration and possible action regarding approval of the Third renewal of the Agreement between Kimley-Horn and Associates, Inc. and Coconino County, for on-call professional engineering services, from August 1, 2019 to July 31, 2020, in an amount of up to $500,000 per project. **Public Works**

23. Consideration and possible action regarding approval of the Third renewal of the Agreement between Natural Channel Design, Inc., and Coconino County, for on-call professional engineering services, from August 1, 2019 to July 31, 2020, in an amount of up to $500,000 per project. **Public Works**

24. Consideration and possible action regarding approval of the Third renewal of the Agreement between Peak Engineering, Inc., and Coconino County, for on-call professional engineering services, from August 1, 2019 to July 31, 2020, in an amount of up to $500,000 per project. **Public Works**

25. Consideration and possible action regarding approval of the Third renewal of the Agreement between Stanley Consultants, Inc. and Coconino County, for on-call professional engineering services from August 1, 2019 to July 31, 2020, in an amount of up to $500,000 per project. **Public Works**

26. Consideration and possible action regarding approval of the Third renewal of the Agreement between Turner Engineering, Inc. and Coconino County, for on-call professional engineering services from August 1, 2019 to July 31, 2020, in an amount of up to $500,000 per project. **Public Works**

27. Consideration and possible action regarding approval of the Third renewal of the Agreement between The WLB Group, Inc. and Coconino County, for on-call professional engineering services from August 1, 2019 to July 31, 2020, in an amount of up to $500,000 per project. **Public Works**
28. Consideration and possible action regarding approval of the Third renewal of the Agreement between Woodson Engineering & Surveying, Inc. and Coconino County, for on-call professional engineering services from August 1, 2019 to July 31, 2020, in an amount of up to $500,000 per project. **Public Works**

29. Consideration and possible action regarding approval of the purchase of two (2) 2020 Chevy 12M53 4WT pickups, under State Contract No. ADSPO17-166120 from Courtesy Chevrolet, in the amount of $62,416.70. **Public Works**

30. Consideration and possible action regarding approval of the purchase of three (3) 2020 Chevy CK20943 1WT 4WD Crew Cab Pickups, under State Contract No. ADSPO17-166122 from Midway Chevrolet, in the amount of $97,934.52. **Public Works**

31. Consideration and possible action regarding approval of the purchase of six (6) 2020 Chevy Tahoe 1FL SSV, under State Contract No. ADSPO17-166116 from O’Rielly Chevrolet, in the amount of $224,266.32. **Public Works**

32. Consideration and possible action regarding approval of the purchase of five (5) 2020 Chevy Traverse 1NV56 1FL, under State Contract No. ADSPO17-166120 from Courtesy Chevrolet, in the amount of $153,859.55. **Public Works**

33. Consideration and possible action regarding approval of the purchase of one (1) 2019 Caterpillar standard tandem Motor Grader Model #140M3, under City of Tucson Contract No. 161534 from Empire Southwest, in the amount of $376,829.00. **Public Works**

Chairwoman Fowler stated the Board needs to resolve as the Flood Control District Board of Directors.

**Motion:** So moved, **Action:** approve, **Moved by:** Supervisor Matt Ryan, **Seconded by:** Supervisor Elizabeth Archuleta. The motion passed unanimously.

**Flood Control Consent Agenda:**

**Motion:** Move approval of the Consent Agenda, **Action:** approve, **Moved by:** Director Matt Ryan, **Seconded by:** Director Elizabeth Archuleta. The motion passed unanimously.

34. Consideration and possible action regarding approval of the Third Amendment of the Agreement between Burgess & Niple, Inc. and the Coconino County Flood Control District, for on-call professional engineering services from August 1, 2019 to July 31, 2020, in an amount of up to $500,000 per project. **Flood Control**
35. Consideration and possible action regarding approval of the Third Amendment of the Agreement between Civil Design & Engineering, Inc. and the Coconino County Flood Control District, for RFQ 2019-106 on-call professional engineering services from August 1, 2019 to July 31, 2020, in an amount of up to $500,000 per project. **Flood Control**

36. Consideration and possible action regarding approval of the Third Amendment of the Agreement between Civiltec Engineering, Inc. and the Coconino County Flood Control District, for on-call professional engineering services from August 1, 2019 to July 31, 2020, in an amount of up to $500,000 per project. **Flood Control**

37. Consideration and possible action regarding approval of the Third Amendment of the Agreement between Dibble & Associates Consulting Engineers, Inc. and the Coconino County Flood Control District for on-call professional engineering services from August 1, 2019 to July 31, 2020, in an amount of up to $500,000 per project. **Flood Control**

38. Consideration and possible action regarding approval of the Third Amendment of the Agreement between Entellus, Inc. and the Coconino County Flood Control District, for on-call professional engineering services from August 1, 2019 to July 31, 2020, in an amount of up to $500,000 per project. **Flood Control**

39. Consideration and possible action regarding approval of the third renewal of the Agreement between HELM Consultants, LLC and the Coconino County Flood Control District, for on-call professional engineering services from August 1, 2019 to July 31, 2020, in an amount of up to $500,000 per project. **Flood Control**

40. Consideration and possible action regarding approval of the Fourth Amendment of the Agreement between JE Fuller Hydrology & Geomorphology, Inc. and the Coconino County Flood Control District for on-call professional engineering services from August 1, 2019 to July 31, 2020, in an amount of up to $500,000 per project. **Flood Control**

41. Consideration and possible action regarding approval of the Third Amendment of the Agreement between Kimley-Horn and Associates, Inc. and the Coconino County Flood Control District, for on-call professional engineering services from August 1, 2019 to July 31, 2020, in an amount of up to $500,000 per project. **Flood Control**

42. Consideration and possible action regarding approval of the Third Amendment of the Agreement between Natural Channel Design, Inc. and the Coconino County Flood Control District, for on-call professional engineering services from August 1, 2019 to July 31, 2020, in an amount of up to $500,000 per project. **Flood Control**
43. Consideration and possible action regarding approval of the Third Amendment of the Agreement between Peak Engineering, Inc. and the Coconino County Flood Control District, for on-call professional engineering services from August 1, 2019 to July 31, 2020, in an amount of up to $500,000 per project. Flood Control

44. Consideration and possible action regarding approval of the Third Amendment of the Agreement between Stanley Consultants, Inc. and the Coconino County Flood Control District, for on-call professional engineering services from August 1, 2019 to July 31, 2020, in an amount of up to $500,000 per project. Flood Control

45. Consideration and possible action regarding approval of the Third Amendment of the Agreement between Turner Engineering, Inc. and the Coconino County Flood Control District, for on-call professional engineering services from August 1, 2019 to July 31, 2020, in an amount of up to $500,000 per project. Flood Control

46. Consideration and possible action regarding approval of the Third Amendment of the Agreement between The WLB Group, Inc. and the Coconino County Flood Control District for on-call professional engineering services from August 1, 2019 to July 31, 2020, in an amount of up to $500,000 per project. Flood Control

47. Consideration and possible action regarding approval of the Third Amendment of the Agreement between Woodson Engineering & Surveying, Inc. and the Coconino County Flood Control District, for on-call professional engineering services from August 1, 2019 to July 31, 2020, in an amount of up to $500,000 per project. Flood Control

48. Consideration and possible action regarding approving an increase of $55,000.00 to a purchase order with the total amount of $100,000.00 for cinder sand with The Landscape Connection for FY20. Flood Control

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

Action Items:

49. Consideration and possible action regarding appointment of Vickie Parks, precinct 92, and Joseph Donaldson, precinct 8, as Republican Precinct Committee Persons, for a term to expire October 1, 2020 and as requested by the Coconino County Republican Party to fill a vacancy from a lack of candidates during the 2018 election. Board of Supervisors

Clerk of the Board Lindsay Daley explained the request received by the Clerk’s Office to appoint vacancies to the Republican Precinct Committee Persons, which resulted from a lack of candidates from 2018.
Supervisor Parks recused himself as Vickie Parks is his wife and left board room at 6:19 p.m.

Clerk Daley noted the Recorder verified that the requested appointments are registered Republicans within said Precincts.

**Motion:** Appoint Vickie Parks, precinct 92, and Joseph Donaldson, precinct 8, as Republican Precinct Committee Persons, for a term to expire October 1, 2020 and as requested by the Coconino County Republican Party to fill a vacancy from a lack of candidates during the 2018 election. **Action:** approve, **Moved by:** Supervisor Matt Ryan, **Seconded by:** Supervisor Elizabeth Archuleta. The motion passed with Supervisors Ryan, Archuleta, Fowler and Babbott voting “ayes” with one abstention/recusal from Supervisor Parks.

Supervisor Parks returned to the meeting at 6:21 p.m.

**Motion:** Resolve as the Board of Equalization, **Action:** approve, **Moved by:** Supervisor Elizabeth Archuleta, **Seconded by:** Supervisor Art Babbott. The motion passed unanimously.

**Board of Equalization Public Hearing:**

50. Consideration and possible action to adopt Board of Equalization Resolution 2019-02 to receive and accept the Hearing Officer's recommendation of no change to the Full Cash Value and Limited Property Value of APN 104-19-166 (Account #R0351026) for the Tax Year 2016 property tax assessment. **Board of Equalization**

Hearing Officer Chuck Johnson appeared telephonically at 6:20 p.m.

Board of Equalization Attorney Patrice Horstman traded places with Deputy County Attorney Rose Winkeler at the dais.

Clerk of the Board Lindsay Daley explained the Hearing Officer’s determination of no change to the Full Cash Value and Limited Property Value assessed by the Assessor for 2016 taxes. She noted the appellant did not attend the hearing.

Chairwoman Fowler opened the public hearing at 6:22 p.m. for public comment; seeing none, she closed the public hearing.

Board of Equalization Attorney Horstman noted this is an appeal from a Notice of Proposed Correction from the Assessors Office. The Boards Hearing Officer heard evidence, however the property owner did not appear or present any evidence at the hearing. The Hearing Officer heard evidence from Assessor and entered a no change. She explained the Board’s limited authority in this matter and noted the tax payer may appeal to the tax court.
Motion: Adopt Board of Equalization Resolution 2019-02 to receive and accept the Hearing Officer's recommendation of no change to the Full Cash Value and Limited Property Value of APN 104-19-166 (Account #R0351026) for the Tax Year 2016 property tax assessment. Action: approve, Moved by: Director Matt Ryan, Seconded by: Director Elizabeth Archuleta. The motion passed unanimously.

Deputy County Attorney Rose Winkeler returned to the dais.

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

Public Hearing:

51. Public Hearing, consideration and possible adoption of Ordinance 2019-12, approving a change of zoning regulations in the PC (Planned Community) Zone from CH-10,000 (Commercial, Heavy) standards to modified RM-20/A (Residential, Multi-family 20-units per acre) standards with approval of a Master Development Plan for a 94-unit townhome development on 8.02 acres in Bellemont; the property is located on the north side of Shadow Mountain Drive, east of the Pilot Travel Center and the Days Inn and is identified as Assessor’s Parcel Numbers 203-47-001F and a 1.02-acre portion of 203-47-001M; the applicants are Flagstaff Meadows, LLC, Queen Creek, AZ (203-47-001F) and McCleve LC and DR Revocable Living Trust DTD, Queen Creek, AZ (203-47-001M). Community Development

Presenter: Assistant Community Development Director Jess McNeely.

Presentation: Shadow Mountain Village at Bellemont Change of Zoning Regulations and Preliminary Subdivision Plat.

Assistant Community Development Director Jess McNeely noted items 51 and 52 will be represented together. He highlighted the request to change of zoning regulations in the PC (Planned Community) Zone from CH-10,000 (Commercial, Heavy) standards to modified RM-20/A (Residential, Multi-family 20-units per acre) standards with approval of a Master Development Plan for a 94-unit townhome development and explained the findings that need to be made to approve the request.

Applicant Lonnie McCleve of Queen Creek, Arizona, noted he met with many individuals regarding the Bellemont Area Plan and tried to develop something in conjunction with what the new plan calls for. It seems like there is a real opportunity for employment and housing in the area. The development offers a variety in housing units that will be a positive in the community. He noted Daren Smith helped with the design and his son was the builder; both were present.

Upon inquiry from Supervisor Babott, Mr. McCleve said he identified several commercial activities, which included at minimum of a coffee shop that could be expanded into a full-service restaurant. A key part of his plan was to allow connection of the pedestrian sidewalks and
roundabout to the other developments. He also owns property directly South and hopes to see additional commercial there.

Chairwoman Fowler opened the public hearing for public comment at 6:50 p.m.

Eric Gherharter, resident of Bellemont, expressed his support of the project. He is a neighbor and adjacent property owner who feels the plan is beneficial to the community. If someone has the resources, there is the ability to build something to the likes of a Loves Truck Stop. The development will benefit the flow of the community. He again expressed his support for the project.

Chairwoman Fowler closed the public hearing at 6:52 p.m. as there were no further comments from the public.

Supervisor Ryan spoke about the proposed development, the neighborhood meetings and how the applicant was bringing in a new, urbanist design. He expressed his appreciation of the neighborhood amenities and mixed uses.

Upon inquiry from Chairwoman Fowler, Assistant Director McNeely noted the Joint Land Use Study (JLUS) was only recently adopted. He affirmed that the applicant’s lighting plan is dark sky compatible.

Supervisor Babbott agreed with Supervisor Ryan and noted he can make the findings. There is a variety of needs for housing and this will help meet those needs. He thanked the applicant for working with Supervisor Ryan and, the for the work he did at community meetings.

Chairwoman Fowler thanked the applicant for a well-developed plan and for paying attention to the Area and JLUS Plan and, for working with the community.

Supervisor Ryan noted he could make the findings and moved to adopt Ordinance 2019-12, approving a change of the zoning regulations in the PC Zone from CH 10,000 standards to modified RM-20/A standards with approval of a Master Development Plan for parcel numbers 203-47-001F and at one point, 02 acre portion of parcel 203-47-001M, that 8.02 acres in Bellemont.

Supervisor Elizabeth Archuleta seconded the motion.

Supervisor Parks said he would like to make a correction in the motion, its parcels numbers 203 not 2003, its 203-47-001F and 203-47-001M.

Supervisor Ryan agreed with the change to his motion as noted in the record. Supervisor Archuleta agreed with her second to the motion.

Chairwoman Fowler called for the question; the motion passed unanimously.
52. Public Hearing, consideration and possible adoption of Resolution 2019-27, approving a Preliminary Plat for a 94-unit townhome development on individual lots on 8.02 acres in Bellemont; the property is located on the north side of Shadow Mountain Drive, east of the Pilot Travel Center and the Days Inn and is identified as Assessor’s Parcel Numbers 203-47-001F and a 1.02-acre portion of 203-47-001M; the applicants are Flagstaff Meadows, LLC, Queen Creek, AZ (203-47-001F) and McCleve LC and DR Revocable Living Trust DTD, Queen Creek, AZ (203-47-001M). Community Development

Supervisor Matt Ryan moved the approval of Resolution 2019-27, approving the Preliminary Plat for a 94-unit townhome development on individual lots, on 8.02 acres in Bellemont for parcels number 203-47-001F and a 1.02-acre portion of 203-47-001M.

Supervisor Parks seconded the motion.

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

Deputy County Manager/Public Works Director Lucinda Andreani addressed the Board to note that in addition to this, the County is making a major investment with the roundabout in Bellemont and has entered a Development Agreement with Mr. Cleve to secure easements needed to construct the roundabout and relocate utilities.

53. Public hearing, consideration and possible adoption of Resolution 2019-29, approving a request for a final plat amendment to relocate a utility easement, Case No. SUB-19-002; property is located at lots 194 and 195, 17390 and 17400 South Stallion Drive Pinewood Arizona 86017 Unit 12 subdivision and is identified as Assessor's Parcel numbers 400-69-138 and 400-69-139. Community Development

Presenter: Community Development Director Jay Christelman.

Presentation: Pinewood Unit 12 Plat Amendment – Utility Easement Relocation.

Community Development Director Jay Christelman noted the applicant is not present and highlighted the request for a final plat amendment to relocate a utility easement, Case No. SUB-19-002; the property is located at lots 194 and 195 of Pinewood Unit 12 subdivision in Munds Park. He reviewed the findings that need to be met to amend the final plat.

Supervisor Ryan noted the other lot being reduced is still a buildable lot.

Director Christelman affirmed they are both still conforming lots.

Chairwoman Fowler opened the public hearing for public comment at 7:09 p.m.; seeing none, she closed the public hearing.
Supervisor Ryan stated he could make the findings as outlined by staff and moved to approve Resolution 2019-29, approving a request for a final plat amendment to relocate a utility easement, Case No. SUB-19-002, the property is located at lots 194 and 195, 17390 and the next number 17400 South Stallion Drive Pinewood Arizona 86017, this is in Unit 12 subdivision and is identified as Assessor's Parcel numbers 400-69-138 and 400-69-139.

Supervisor Elizabeth Archuleta seconded the motion.

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

54. Public Hearing, consideration and possible adoption of Ordinance 2019-11, approving a zone change from G (General, 10-acre minimum parcel size) Zone and CG-10,000 (Commercial General, 10,000 sq. ft. minimum parcel size) to RR 2 ½ (Rural Residential, 2 ½ acre minimum parcel size) for continued and future residential use on 7.5 acres in Mountainaire, the property is located at 1393 Mountainaire Road and is also identified as Assessor’s Parcel Number 115-06-001A; the applicant is Naomi Patton Watkins, Cottonwood, AZ. Community Development

Presenter: Community Development Director Jay Christelman and Assistant Community Development Director Jess McNeely.


Community Development Director Jay Christelman introduced the applicants request to change zoning from split zone, General and CG-10,000 changed to RR-2 ½, for a total of 7.5 acres. He provided a vicinity map of the property spoke about the existing parcels. The request will alleviate a non-conformity and provide an alternate access to the existing home.

Upon inquiry from Supervisor Babbott, Director Christelman affirmed there is alternate access through an easement.

Director Christelman spoke about the neighborhood meeting that was conducted and explained that the changes are consistent with the goals of the Mountainaire Area Plan. He further reviewed the findings that need to be met to approve the request and answered questions related to ingress and egress on the sharp access curve and safety issues related to same; the speed limit is reduced quite significantly.

Upon inquiry from Chairwoman Fowler, the applicant did not have any questions or comments for the Board.

Chairwoman Fowler opened the public hearing for public comment at 7:19 p.m.; seeing none, she closed the public hearing.
Supervisor Ryan stated he can make the findings and moved to adopt Ordinance 2019-11, approving a zone change from G (General, 10-acre minimum parcel size) Zone and CG-10,000 (Commercial General, 10,000 sq. ft. minimum parcel size) to RR 2 ½ (Rural Residential, 2 ½ acre minimum parcel size) for the continued and future residential use on 7.5 acres in Mountainaire, the property is located at 1393 Mountainaire Road and is also identified as Assessor’s Parcel Number 115-06-001A, the applicant is Naomi Patton Watkins from Cottonwood, Arizona.

Supervisor Parks stated he can make the findings and seconded the motion.

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

55. Public Hearing, consideration and possible adoption of Ordinance 2019-13, approving a zone change from CG-10,000 (Commercial General) to AR (Agricultural Residential, one acre minimum parcel size) for improvements and additions to a residential property; the property is located at 1151 Ragweed Trail in Forest Lakes and is also identified as Assessor’s Parcel Number 403-50-072; the applicants are Michael and Andrea O’Brien, Phoenix, AZ. Community Development

Presenter: Assistant Community Development Director Jess McNeely.


Assistant Community Development Director Jess McNeely reviewed the request for a zone change from CG-10,000 (Commercial General) to AR (Agricultural Residential, one acre minimum parcel size) and provided an aerial photo of the proposed property. He provided background on the property and reviewed the findings required to approve the applicants request.

Applicant Mike O’Brien of Phoenix, Arizona, noted the project took a lot longer than he expected when he purchased the property. He expressed his appreciation of Planning and Zoning staff.

Chairwoman Fowler opened the public hearing for public comment at 7:27 p.m.; seeing none, she closed the public hearing.

Supervisor Parks noted he can make all three of the findings and moved to adopt Ordinance 2019-13, approving a zone change from CG-10,000 (Commercial General) to AR (Agricultural Residential, one acre minimum parcel size) for improvements and additions to a residential property; the property is located at 1151 Ragweed Trail in Forest Lakes and is also identified as Assessor’s Parcel Number 403-50-072; the applicants are Michael and Andrea O’Brien, Phoenix, Arizona.

Supervisor Ryan seconded the motion.

Chairwoman Ryan called for the question; the motion passed unanimously.
Motion: Resolve as the Flood Control District Board of Directors, Action: approve, Moved by: Supervisor Elizabeth Archuleta, Seconded by: Supervisor Art Babbott. The motion passed unanimously.

Flood Control District Discussion and Possible Direction:

56. Discussion, update and possible direction regarding the Museum Fire and Flood mitigation effort and tax assessment notice for the impacted area. Flood Control

Deputy County Manager/Public Works Director Lucinda Andreani noted she has been in discussions with the Assessor and Treasurer to address the opportunity to re-value the properties if there is a flood event as a result of the Museum Fire. She spoke about communication to be relayed to impacted neighborhoods.

Assessor Armando Ruiz spoke about options that are available in the event of a flood. It would require a lot of resources to review the impacted properties to make sure they meet statutory requirements for a re-valuation.

Upon inquiry from Supervisor Babbott, Assessor Ruiz noted the statute allows the Assessors Office to evaluate properties physically damaged for immediate relief. Long-term, the Assessors Office is constantly reviewing the neighborhood market data, there may be some long term adjustments made.

Supervisor Archuleta noted it was very helpful that this was done during the Schultz Fire.

Chairwoman Fowler noted the Board is always looking for ways to help the residents and to find relief. She recognized all staff for the work done on the Museum Fire and to Supervisors Archuleta and Babbott for being out there every day.

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

There being no further discussion, Chairwoman Fowler adjourned the meeting at 7:36 p.m.

COCONINO COUNTY BOARD OF SUPERVISORS

(SEAL)

Lena Fowler, Chair

ATTEST:

Lindsay Daley, Clerk of the Board of Supervisors
OFFICE OF THE COCONINO COUNTY BOARD OF SUPERVISORS AND THE BOARD OF DIRECTORS OF THE COCONINO COUNTY PUBLIC HEALTH SERVICES DISTRICT

REGULAR SESSION AND EXECUTIVE SESSION MINUTES

August 27, 2019

10:00 a.m. – Regular Session
Followed by Executive session
Regular Session continues

First Floor Board Room
Executive Sessions were held in the First Floor Board Room and the 2nd Floor,
Grand Canyon Conference Room
219 E. Cherry Ave., Flagstaff, AZ 86001

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

Absent/Excused: Chairwoman Lena Fowler.

Also Present: County Manager James Jayne, Public Affairs Director Eric Petersen, Deputy County Manager Marie Peoples, Deputy County Manager Lucinda Andreani, Deputy County Attorney Rose Winkeler, Clerk of the Board Lindsay Daley and Deputy Clerk of the Board Valerie Webber.

Acting Chair, Vice Chair Jim Parks called the meeting to order at 10:04 a.m. and led the pledge of allegiance.

Call to the Public:

Recorder Patty Hansen introduced Thad Hall, the newly hired County Elections Director, and spoke about his background in education and experience.
Mr. Hall expressed his excitement to be a part of the County team.

Individual Board members welcomed Mr. Hall to the County.

Public Affairs Director Eric Peterson introduced his new Fall Intern, Bryson Smith, a senior at Northern Arizona University.

Mr. Smith briefly spoke about his major at Northern Arizona University.

**Appointments:**

1. Consideration and possible action to confirm Appointment of Thomas Pristow as Health and Human Services Director. **Human Resources**

Deputy County Manager Dr. Marie Peoples introduced the new Health and Human Services Director, Thomas Pristow.

Mr. Pristow expressed his excitement and eagerness to work with Health and Human Services staff and said he looks forward to getting to know everyone. He would like to schedule individual meetings with each Board member.

Individual Board members welcomed Mr. Pristow to the County and Flagstaff community.

**Motion:** Move to confirm Appointment of Thomas Pristow as Health and Human Services Director, **Action:** approve, **Moved by:** Supervisor Matt Ryan, **Seconded by:** Supervisor Elizabeth Archuleta. The motion passed unanimously.

2. Consideration and possible action to appoint Chris Wannie to the Board of Adjustment, for Supervisor District 2, with a term to expire June 30, 2023. **Community Development**

Supervisor Archuleta spoke about Mr. Wannie’s experience and service to the community as a representative for District 2.

**Motion:** Move to confirm the appointment of Chris Wannie to the Board of Adjustment, for Supervisor District 2, with a term to expire June 30, 2023, **Action:** approve, **Moved by:** Supervisor Elizabeth Archuleta, **Seconded by:** Supervisor Matt Ryan. The motion passed unanimously.

3. Consideration and possible action to re-appoint Dorothy Staskey to serve on behalf of Supervisor Art Babbott (District 1) to the Community Action Advisory Board for a two-year term to expire August 8, 2021. **Community Services**

Health and Human Services Division Manager Michele Axlund requested the reappointment of Dorothy Staskey to the Community Action Advisory Board.
Motion: Move to re-appoint Dorothy Staskey to serve on behalf of Supervisor Art Babbott (District 1) to the Community Action Advisory Board for a two-year term to expire August 8, 2021. Action: approve, Moved by: Supervisor Art Babbott, Seconded by: Supervisor Matt Ryan. The motion passed unanimously.

4. Consideration and possible action regarding appointment of David Remender and Jason Bundy as Justices of the Peace Pro Tempore for Coconino County from August 1, 2019 to June 30, 2020. Courts

Court Administrator Sharon Yates requested the appointment of Jason Bundy as Justice of the Peace Pro Tempore for Fredonia and David Remender for Justice of the Peace Pro Tempore for Williams; both are for on-call services.

Motion: Move approval, Action: approve, Moved by: Supervisor Matt Ryan, Seconded by: Supervisor Elizabeth Archuleta. The motion passed unanimously.

The Board, Health and Human Services Director Thomas Pristow and Mrs. Pristow posed for a photo opportunity.

Board of Supervisors Consent Agenda:

Motion: Approve the Board of Supervisors Consent Agenda items #5 through #16, minus items 10 and 11. Action: approve, Moved by: Supervisor Matt Ryan, Seconded by: Supervisor Elizabeth Archuleta. The motion passed unanimously.

5. Approve the minutes from the Board of Supervisors meetings conducted July 21, July 22, July 23, July 24, July 25, July 26, July 29, July 30, August 2, August 6, all of 2019.

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

<table>
<thead>
<tr>
<th>Run Date</th>
<th>Warrant Numbers</th>
<th>Computer Register Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/08/2019</td>
<td>EFT – 6485 – 6526</td>
<td>$1,450,331.80</td>
</tr>
<tr>
<td>08/08/2019</td>
<td>Checks – 92000772 – 92000939</td>
<td>$1,010,358.27</td>
</tr>
<tr>
<td>08/14/2019</td>
<td>EFT – 6582 – 6647</td>
<td>$1,707,673.01</td>
</tr>
<tr>
<td>08/14/2019</td>
<td>Checks – 92001141 – 92001345</td>
<td>$2,728,895.13</td>
</tr>
</tbody>
</table>

7. Consideration and possible action to appoint Teresa (Teri) Dunn, Precinct 2; Hans Buhrer, Precinct 55; Mary (Mardi) Devolites, Precinct 85; Deydrek Scott, Precinct 93; Marie Sansone, Precinct 99, as Democratic Precinct Committeepersons, each for a term to expire October 1, 2020 and as requested by the Coconino County Democratic Party, to fill vacancies created from a lack of
candidates during the 2018 election, and a resignation by Teresa Del Vecchio in Precinct 2. **Board of Supervisors**

8. Consideration and possible action to approve Community Grant Funding request from District 2 - $500.00 and District 4 - $500.00 for a total of $1,000.00 to Golden Rule Charities to assist with the costs of distributing 15 pounds of food, at no cost, to households in need. **Board of Supervisors**

9. Consideration and possible action to approve Community Grant Funding request from District 2 in the amount of $500.00 and District 4 in the amount of $500.00, for a total of $1,000.00, to Master Chorale, to assist with the costs associated with the marketing, advertising, production expenses and music royalty costs associated with providing a free community sing for Northern Arizona children, youth, seniors and adults. **Board of Supervisors**

10. **Separated:** Consideration and possible action to approve a community grant funding request from District 4 in the total amount of $1,083.00 to Leupp Senior Center, to assist with the cost associated with the repair of the Leupp Senior Center HVAC system. **Board of Supervisors**

Supervisor Parks spoke about the request for assistance with repair of the HVAC system at the Leupp Senior Center. He commented that last year a $1,500 grant was approved for a washer and dryer however, the money was subsequently returned as those items were donated to the Senior Center. Now they have requested money for work on their HVAC system. He wanted to note that he appreciates their honesty for returning the money for the washer and dryer.

**Motion:** Move to approve Item 10, **Action:** approve, **Moved by:** Supervisor Matt Ryan, **Seconded by:** Supervisor Elizabeth Archuleta. The motion passed unanimously.

11. **Separated:** Consideration and possible action to approve Community Grant funding from District 1 in the amount of $500, District 2 in the amount of $500 and District 4 in the amount of $1,000, to Flagstaff Festival of Science to support free public science education. **Board of Supervisors**

Supervisor Babbott requested to add additional funding in the amount of $500.00, making a total contribution of $1,000 from District 1.

**Motion:** Move to approve item 11, taking the contribution from District 1 up to $1,000, for a total of $2,500 for the Flagstaff Festival of Science, **Action:** approve, **Moved by:** Supervisor Art Babbott, **Seconded by:** Supervisor Matt Ryan. The motion passed unanimously.

12. Consideration and possible action regarding approval of purchase orders with Shamrock Foods Company, utilizing Arizona State contract CTR043423, to provide food products and related kitchen supplies to the Flagstaff and Williams Senior Nutrition Programs for FY20, in the estimated amounts of $66,000 for Flagstaff and $37,000 for Williams. **Community Services**
13. Consideration and possible action regarding approval of the purchase of two 2020 Chevy Vans CG33705 under State Contract No. ADSPO17-166122 from Midway Chevrolet in the amount of $60,858.04. **Public Works**

14. Consideration and possible action regarding approval of the Fall 2019 disposal of surplus property by on-line auction firm The Public Group-Public Surplus® based on Arizona Department of Transportation Contract #ADOT17-160948. **Public Works**

15. Consideration and possible action regarding approval of the purchase of three (3) 2020 Chevy 2500 4WD Regular Cab bed delete CK20903 Pickups under State Contract No. ADSPO17-166120 from Courtesy Chevrolet in the amount of $94,125.42. **Public Works**

16. Consideration and possible action regarding approval the purchase of three (3) 2020 Chevrolet 1500 4WD Double Cab CK10753 1WT Pickups under State Contract No. ADSPO17-166122 from Midway Chevrolet in the amount of $89,844.51. **Public Works**

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

**Health District Consent Agenda:**

**Motion:** Approve Health District Consent Agenda as presented, **Action:** approve, **Moved by:** Director Art Babbott, **Seconded by:** Director Elizabeth Archuleta. The motion passed unanimously.

17. Consideration and possible action to appoint Thomas Pristow as the Chief Health Officer for the Coconino County Public Health Services District. **Health District**

18. Consideration and possible action to approve Contract No. ADHS CTR041629, between the Arizona Department of Health Services (ADHS) and Coconino County Public Health Services District (CCPHSD), and a corresponding FY20 Budget Amendment in the remaining reimbursable amount of $10,000, for the period of July 1, 2019 to September 30, 2019, to provide Childhood Lead Poisoning Prevention Services in Coconino County. **Health District**

19. Consideration and possible action regarding approval of the Independent Contractor Agreement Renewal between Coconino County Health and Human Services (CCHHS) and Native Americans for Community Action (NACA), in the amount of $56,000, for the period of July 1, 2019-June 30, 2020, to provide tobacco and chronic disease prevention services. **Health District**
**Motion:** Resolve as the Board of Supervisors, **Action:** approve, **Moved by:** Director Elizabeth Archuleta, **Seconded by:** Director Matt Ryan. The motion passed unanimously.

**Discussion and Possible Direction:**

20. Presentation and discussion on Fiscal Year 2019 Year End and FY20 Progress to date. **Finance**

County Manager James Jayne noted this is the first budget presentation for FY2020. Next month there will be additional figures to share. He welcomed Assistant Finance Director Megan Cunningham and Budget Analyst John Comer.

Assistant Finance Director Megan Cunningham noted the presentation was to review the end of Fiscal Year 2019 financial data. She highlighted revenue and expenditures from all major funds.

Upon inquiry from Chairwoman Fowler, Deputy County Attorney Rose Winkeler recommended the Board enter executive session for the remaining items on the agenda.

**Motion:** Enter into executive session for the remaining items on the agenda, **Action:** approve, **Moved by:** Supervisor Art Babbott, **Seconded by** Supervisor Elizabeth Archuleta. The motion passed unanimously.

Vice Chair Parks called for a break at 10:46 a.m. to allow time for the public to leave the Board Room; he left the meeting at 10:47 a.m. Supervisor Matt Ryan now sitting as Acting Chair.

**Executive Session:**

21. Executive session pursuant to A.R.S. § 38-431.03(A)(3) and -431.03(A)(4) to receive legal advice, discuss status updates, options, and provide instructions to counsel in pending litigations: Village at Aspen, LLC v. Coconino County (TX2017-001775; TX2018-000239; & TX2019-000022); & Calkins v. Coconino County (BnkrCt 3:13-bk-08354 & 3:13-ap-00951). **County Attorney**

**Present:** Acting Chair Supervisor Matt Ryan, Supervisor Art Babbott and Supervisor Elizabeth Archuleta.

**Absent/Excused:** Chairwoman Lena Fowler and Vice Chair Jim Parks.

**Also Present:** Deputy County Attorney Brian Furuya, Deputy County Attorney Rose Winkeler, Deputy County Manager/Public Works Director Lucinda Andreani, Clerk of the Board Lindsay Daley and Deputy Clerk of the Board Valerie Webber.

The Board entered executive session at 10:58 a.m.

Acting Chair Supervisor Matt Ryan recessed executive session at 11:42 a.m.
Executive Session – continues 1:15 p.m.:

22. Discussion and consultation with attorney to receive legal advice and consider its position and instruct its attorneys regarding potential litigation pursuant to ARS 38-431.03(A) & (4). County Attorney

Present: Acting Chair Supervisor Matt Ryan, Supervisor Art Babbott and Supervisor Elizabeth Archuleta.

Absent: Chairwoman Lena Fowler, Vice Chair Jim Parks.

Also Present: Deputy County Attorney Rose Winkeler, Deputy County Attorney Aaron Lumpkin, Jail Commander Matthew Figueroa, Deputy County Sheriff Brett Axlund, Deputy County Manager Marie Peoples, Deputy County Manager Lucinda Andreani, County Sheriff Jim Driscoll, Public Affairs Director Eric Peterson, Clerk of the Board Lindsay Daley and contracted Attorney Kathy Wieneke was on the phone.

Acting Chair Ryan reconvened executive session on Item #22 at 1:19 p.m. in the Second Floor Conference Room and adjourned executive session at 2:28 p.m.

Acting Chair Ryan, reconvened open session at 2:36 p.m. in the First Floor Board Room, starting with a call to the public.

Economic Vitality Director for the City of Flagstaff, Heidi Hansen, introduced the new Library Director, Jared Tollman.

Mr. Tollman introduced himself and spoke about an upcoming renovation on the Tuba City Library.

Deputy Library Director at the City of Flagstaff Public Library Will Escarza spoke about an agreement signed by the Navajo Nation and approved by the Board of Supervisors to begin work on the library renovation.

Mr. Tollman provided statistics regarding the amount of business conducted at the Tuba City Library within the past year.

Discussion and Possible Direction:

23. Presentation, discussion and possible direction regarding proposed cell phone towers and city well at Fort Tuthill County Park. Parks & Recreation

Presenter: Parks and Recreation Director Cynthia Nemeth and Assistant Parks and Recreation Director Brian Grube.

Powerpoint: Fort Tuthill Cell Phone Tower(s) & New City Well.
Parks and Recreation Director Cynthia Nemeth stated Assistant Parks and Recreation Director Brian Grube would provide a presentation on two proposed cell towers at Fort Tuthill and possible new city well.

Assistant Director Grube provided a powerpoint that summarized the purpose of the presentation and provided background on the lack of cell phone coverage at Fort Tuthill County Park. He explained there are several cell tower proposals: one will provide a 120’ tower that will be camouflaged as a pine tree and three smaller, 35’ towers throughout the park. In addition, he spoke about the need for a new city well at the park and talked about some impacts and several opportunities to collaborate with the cell tower company that would benefit the park. He spoke about terms included in contract negotiations and lease rates.

Supervisor Archuleta requested the lease rates start more towards the $2,500 per month fee and also, if additional carriers join in the future, the lease amount should increase appropriately. She would like a shorter term on the lease prior to renewal.

Supervisor Babbott agreed and spoke about metering and asked if there was an opportunity to extend a line from the well to Fort Tuthill; it does not have to be for drinking water use.

Supervisor Ryan agreed with Supervisors Archuleta and Babbott and requested consideration for a hidden construction yard during the project.

County Manager Jayne spoke about the need for a license not a lease.

24. Discussion and possible direction regarding current and predicted weather in relation to fire season conditions and flood mitigation efforts as well as regional discussions regarding forest closures. Emergency Management

Emergency Management Director Todd Whitney introduced Aaron Green from State Forestry and Coconino National Forest Fire Staff Officer Dwayne Tewa. He highlighted forecasted weather, as received from Brian Klimowski of the National Weather Service.

Arizona Department of Forestry Representative Aaron Green briefly spoke about live and dead fuel moisture and how it can affect wildland fire behavior. He highlighted some of the areas and zones being reviewed for potential fires and areas that have had fires this season. The County has received the maximum Energy Release Components (ERC’s) for this late in August. Fire danger is decreasing but is still significant in some areas.

Supervisor Babbott asked if social and economic components were being used for considerations of fire danger. Mr. Green affirmed they are still part of the criteria being used.

Emergency Management Director Whitney spoke about maps from Coconino and Kaibab National Forests. He reviewed data and associated costs related to several fires in Arizona and spoke about forthcoming weather events that are likely to bring lightening and winds and a drying trend into the weekend.
Fire Staff Officer Dwayne Tewa noted the Saber Fire has transitioned to a type 4 incident with a lot of hazard work but no more heavy operational plans for continuation. The fire is pretty much done but they are maintaining safety mitigations. There is a Falcon Fire in the West Fork of Sedona, above the Slide Fire area, that started two days ago; it is in confinement status at this time due to its location in steep terrain.

Upon inquiry from Supervisor Archuleta regarding costs-to-date from fires in Arizona, Forestry Representative Aaron Green said he did not have the figures in front of him but tracking and estimates on fires in Arizona are forthcoming at the end of the year.

Supervisor Babbott asked if the Board could get information comparing costs from year-to-year to be able to communicate to the public.

Forestry Representative Aaron Green said that since the end of July there has been a 50/50 split between human caused and lightening caused fires.

Fire Staff Officer Dwayne Tewa said those types of statistics are captured on their website.

Deputy County Manager/Public Works Director Lucinda Andreani thanked Mr. Green for his commitment and help, including resources provided during the recent Museum Fire.

Acting Chair Supervisor Ryan called for a break at 3:31 p.m. and reconvened open session at 3:42 p.m.

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

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

- County Manager's Report

- Chair's Report

County Manager Jayne spoke about newly hired Economic Development Director Chris Pasterz and provided an update on various community partnership meetings and projects being addressed by staff.
Individual Board members provided updates regarding various projects and meetings related to their committee appointments and respective Districts.

There being no further discussion, Acting Chair Matt Ryan adjourned the meeting at 4:31 p.m.

COCONINO COUNTY BOARD OF SUPERVISORS

(SEAL)

Acting Chair, Jim Parks

Acting Chair, Matt Ryan

ATTEST:

Lindsay Daley, Clerk of the Board of Supervisors

REGULAR SESSION AND EXECUTIVE SESSION MINUTES

September 3, 2019

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

First Floor Board Room
Executive Session Interviews were held in the Second Floor – Grand Canyon Conference Room
219 E. Cherry Ave., Flagstaff, AZ, 86001

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

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

Chairwoman Fowler called the meeting to order at 10:01 a.m. and led the pledge of allegiance.

Vice Chair Jim Parks left the meeting in person as he did not feel well, he noted he will appear telephonically from upstairs.
Call to the Public:

Ari Wilder from Friends of Camp Colten, spoke about the non-profit organization and the programs it provides for children throughout Coconino County and Northern Arizona; one of the programs allow children to create models of a healthy forest based on models that they make and data they collect at camp. Since its beginning in 2015, 609 students have been served from 11 different schools and provided more than $131,000 in funding. Camp Colten is in the process of submitting a community grant application for the fellowship program and would appreciate the Boards consideration and support.

Supervisor Babbott thanked Ms. Wilder for coming and spoke about a tour he took at Camp Colten. Their programs are engaged and founded in science. It was great to see highly competent educators and professionals in the forest ecosystem services world engaging with youth.

Paul Mock (unknown spelling) spoke about the state of the roads in Valle that are not maintained by the County. He also talked about the neighborhood where he grew up in a town where people would get together and the town would get grants to maintain the streets. He asked if they Board could try to get grants to maintain their roads somehow. There were 120 letters sent to residents in their area because of zoning violations. People live in camp trailers there. He was speaking to Jess McNeely in Community Development and inquired about letting people know when a sale is closed and/or the deed is filed to let them know they can’t live in camp trailers. We should be more proactive so people don’t get in a situation where they are in a bind.

Supervisor Babbott noted the County is redoing the Zoning Code, which they have tried in a more proactive way to address health and safety issues. We will follow up and come out and spend some time.

Supervisor Ryan commented on the challenges of communities that do not have a County maintained road. There are challenges with knowing about access to your road and what is allowed when you buy your property. As noted, the income is a barrier to find grants in helping with roads. The County does search for those grants, but they are challenging. We have stepped forward in getting legislation to create road maintenance districts that are less costly, but we still have to meet engineering standards. There are options but we don’t have a complete solution. This is a broader conversation but we always welcome them and explain what we can provide in an improvement district.

Mr. Mock said he noticed the County has spent a lot of money on Lake Mary Road and it should be a state maintained road. We just need to get it in our head we’re going to do something out there. The county he came from in New Mexico had 2,500 miles of roads that were not brought up to any standards before they started grading them and putting culverts in. There has to be a way to do something.

Vice Chair Parks joined the meeting telephonically at 10:16 a.m.
Addendum Proclamation:

A. Consideration and possible action to approve a Proclamation Celebrating the Grand Opening of the Molly Blank Jewish Community Center. Board of Supervisors

Public Affairs Director Eric Peterson spoke about the opening of the Molly Blank Jewish Community Center and read the proclamation into the record.

Motion: Move to approve a Proclamation Celebrating the Grand Opening of the Molly Blank Jewish Community Center, Action: approve, Moved by: Supervisor Art Babbott, Seconded by: Supervisor Matt Ryan.

Discussion on the motion: Supervisor Babbott noted during construction that swastikas were painted on the walls and white supremacists related chatter about this. This is a community stepping up to say this is not who we are. He is happy the community stepped up to say no to intolerance and bigotry.

Supervisor Archuleta extended her congratulations on the opening and noted this will be a wonderful asset to the community. She traveled to Israel a couple years ago and was privileged to learn about the culture and people.

Supervisor Parks extended his condolences for the graffiti. He hopes everyone in the Jewish community feels the outpouring of support.

Supervisor Ryan commented on the unfortunate defacing of the facility as it was being constructed but the outpour from the community speaks out to our zero intolerance for hate in the community. He is very happy we celebrate diversity in our community and wanted to congratulate the community.

Chairwoman Fowler said she does not understand how people can do terrible things to each other. It is very hurtful, and we all need to work to be kind to other cultures and backgrounds. We always operate that way at Coconino County, we take pride in our diversity, environment and its people in every way. She said she will try to be at the opening.

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

Board of Supervisors Consent Agenda:

Motion: Approve Board of Supervisors Consent Agenda items 1 through 14, Action: approve, Moved by: Supervisor Art Babbott, Seconded by: Supervisor Matt Ryan. The motion passed unanimously.

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**

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

**Flood Control Consent Agenda:**

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**

**Motion:** Move to approve item 15, the Flood Control District Consent Agenda, **Action:** approve, **Moved by:** Director Art Babbott, **Seconded by:** Director Matt Ryan. The motion passed unanimously.

Chairwoman Fowler noted the Board will address Agenda Item #17 prior to Item #16 at this time.
Flood Control Action Items:

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

Deputy County Manager/Public Affairs Director Andreani noted this item is to make an approval relative to our relationship with the National Forest Foundation. She spoke about the results of the potential for post fire flooding in Williams, should a fire occur on Bill Williams Mountain. These two agreements will allow for the completion of the Bill Williams Mountain Project. The goal of the master agreement will allow for a number of forest restoration projects. The National Forest Foundation will be leading and managing projects in partnership with the County through funding they have secured. One element of the master agreement is to secure additional funding for several projects over the next few years.

Director Ryan noted the National Forest Foundation helps collect money from other stakeholders and is already implementing projects successfully. This is a model that if successful, can potentially transition into other priority areas throughout the County.

Director Babbott noted this is an important action the Board is taking as this is a job to protect tax payers assets across the County. He thanked representatives from the National Forest Foundation that were present.

Chairwoman Fowler asked if the air curtain burner will be utilized in this project. Deputy County Manager/Public Affairs Director Andreani affirmed that it would be used.

Supervisor Archuleta expressed her appreciation for everyone involved.

Director Parks spoke about the vitality of the project to the entire County.

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, Action: approve, Moved by: Director Matt Ryan, Seconded by: Director Art Babbott. The motion passed unanimously.

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
Deputy County Manager/Public Affairs Director Andreani noted that this is the specific project agreement for Bill Williams Mountain.

**Motion**: Approve the Specific Project Agreement for 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, **Action**: approve, **Moved by**: Director Matt Ryan, **Seconded by**: Director Art Babbott. The motion passed unanimously.

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

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

**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**

Hearing Officer Chuck Johnson appeared telephonically at 6:20 p.m.

Board of Equalization Attorney Patrice Horstman traded places with Deputy County Attorney Rose Winkeler at the dais.

Clerk of the Board Lindsay Daley noted a hearing was held on appeals for Notice of Values on August 1, 2019. The Clerk’s Office received appeals from 24 properties owners with one appellant withdrawing his appeal. She summarized the Hearing Officers’ findings.

Attorney Patrice Horstman noted she reviewed the Hearing Officer’s decision and found the process used to be in accordance with state law.

Chairwoman Fowler opening the public hearing at 10:47 a.m. for comment from the public; seeing none, she closed the public hearing at 10:47 a.m.

Attorney Patrice Horstman reminded the Board that their decision on the appeals are limited.

**Motion**: 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, **Moved by**: Director Matt Ryan, **Seconded by**: Director Art Babbott. The motion passed unanimously.
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

Clerk of the Board Lindsay Daley noted this was a Notice of Claim received in July and a hearing was conducted on August 1, 2019. Hearing Officer Chuck Johnson recommended to reduce the improvement value of the property for 2019, on two parcels, pursuant to an agreement reached between the Assessor’s Office and the appellant.

Patrice Horstman noted the tax payer and Assessor’s Office reached an agreement. Hearing Officer Johnson has recommended acceptance of the agreement reached by the Parties.

Chairwoman Fowler opening the public hearing at 10:51 a.m. for comment from the public; seeing none, she closed the public hearing at 10:51 a.m.

Motion: Approve item 19 and accept 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, Action: approve, Moved by: Director Art Babbott, Seconded by: Director Matt Ryan. The motion passed unanimously.

Hearing Officer Chuck Johnson ended his telephonic appearance at 10:53 p.m.

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

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

Clerk of the Board Lindsay Daley requested the item be continued to the next meeting date as the Sheriff’s Office accidentally removed the posting notice five days early, prior to the posting time requirement.

Chairwoman Fowler noted this item will be continued to the next Board meeting date.
**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

*Agenda Item #21 was not addressed by the Board.*

County Manager Jayne noted the Board is behind schedule and recommended they enter executive session at this time for the remaining items on the agenda.

Chairwoman Fowler noted the County School Superintendent resigned and there are nine candidates who have applied. Executive Session will take place upstairs so we will not be addressing Roundtable at this time.

**Motion:** Enter into executive session for the remaining items on the agenda, **Action:** approve,

**Moved by:** Supervisor Matt Ryan, **Seconded by** Supervisor Art Babbott. The motion passed unanimously.

The Board took a recess at 10:55 a.m. to allow time for the Board to reconvene in the Second Floor Conference Room.

**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**

**Present: Chairwoman**, Vice Chairwoman Lena Fowler, Vice Chair Jim Parks, Supervisor Matt Ryan, Supervisor Art Babbott and Supervisor Elizabeth C. Archuleta.
Also Present: County Manager James Jayne, Deputy County Attorney Rose Winkeler, Human Resources Director Erika Philpot and Deputy Chief Superintendent of Schools Tina Wells.

The Board reconvened and entered executive session at approximately 11:15 a.m.

There being no further discussion, Chairwoman Fowler adjourned executive session at 5:20 p.m.

COCONINO COUNTY BOARD OF SUPERVISORS

(SEAL)

Lena Fowler, Chair

ATTEST:

Lindsay Daley, Clerk of the Board of Supervisors
DATE: September 19, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

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

<table>
<thead>
<tr>
<th>Run Date</th>
<th>Warrant Numbers</th>
<th>Computer Register Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/29/2019</td>
<td>EFT – 6675 – 6717</td>
<td>$1,374,394.35</td>
</tr>
<tr>
<td>08/29/2019</td>
<td>Checks – 92001503 – 92001731</td>
<td>$847,318.37</td>
</tr>
<tr>
<td>09/05/2019</td>
<td>EFT – 6718 – 6735</td>
<td>$9,140.87</td>
</tr>
<tr>
<td>09/05/2019</td>
<td>Checks – 92001733 – 92001836</td>
<td>$400,093.89</td>
</tr>
<tr>
<td>09/12/2019</td>
<td>EFT – 6736 – 6797</td>
<td>$1,449,500.98</td>
</tr>
<tr>
<td>09/12/2019</td>
<td>Checks – 92001838 – 92002049</td>
<td>$1,853,488.47</td>
</tr>
</tbody>
</table>

RECOMMENDED MOTION:

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

BACKGROUND:

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

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

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

**ALTERNATIVES:**

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

**FISCAL IMPACT:**

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

**ATTACHMENTS:**

1 - Staff Report  
2 - WARRANT LISTING - AUGUST 29, 2019  
3 - WARRANT LISTING - SEPTEMBER 5, 2019  
4 – WARRANT LISTING – SEPTEMBER 12, 2019
Warrant listing for 8/29/19 as required by ARS-11-217.D
The minutes shall include all demands and warrants approved by the
board in excess of one thousand dollars and multiple demands and
warrants from a single supplier or individual under one thousand dollars
whose cumulative total exceeds one thousand dollars in a single reporting
period.

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Vendor</th>
<th>Check Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6675</td>
<td>1683 - ROSSANA K BAKER</td>
<td>2,200.00</td>
</tr>
<tr>
<td>6676</td>
<td>3789 - BURGESS &amp; NIPLE INC</td>
<td>25,178.03</td>
</tr>
<tr>
<td>6678</td>
<td>1019 - COCONINO COUNTY</td>
<td>400,156.65</td>
</tr>
<tr>
<td>6679</td>
<td>1019 - COCONINO COUNTY</td>
<td>39,155.47</td>
</tr>
<tr>
<td>6680</td>
<td>1019 - COCONINO COUNTY</td>
<td>91,668.48</td>
</tr>
<tr>
<td>6681</td>
<td>1019 - COCONINO COUNTY</td>
<td>109,190.06</td>
</tr>
<tr>
<td>6682</td>
<td>1019 - COCONINO COUNTY</td>
<td>348,198.52</td>
</tr>
<tr>
<td>6683</td>
<td>1019 - COCONINO COUNTY</td>
<td>198,101.32</td>
</tr>
<tr>
<td>6684</td>
<td>1019 - COCONINO COUNTY</td>
<td>64,247.87</td>
</tr>
<tr>
<td>6687</td>
<td>1959 - CRM OF AMERICA LLC</td>
<td>4,060.87</td>
</tr>
<tr>
<td>6688</td>
<td>4467 - BARBARA J EICKMEYER</td>
<td>2,318.75</td>
</tr>
<tr>
<td>6691</td>
<td>3004 - STEVE L GARWOOD</td>
<td>1,758.50</td>
</tr>
<tr>
<td>6692</td>
<td>1073 - GOOD SOURCE SOLUTIONS INC</td>
<td>15,000.40</td>
</tr>
<tr>
<td>6693</td>
<td>1009 - GOODMAN'S INTERIOR STRUCTURES</td>
<td>3,922.54</td>
</tr>
<tr>
<td>6695</td>
<td>4437 - ODDS-N-ENDS INC</td>
<td>1,240.51</td>
</tr>
<tr>
<td>6696</td>
<td>1272 - JE FULLER HYDROLOGY AND GEOMORPHOLOGY INC</td>
<td>12,333.68</td>
</tr>
<tr>
<td>6699</td>
<td>2451 - NATURAL CHANNEL DESIGN INC</td>
<td>2,430.00</td>
</tr>
<tr>
<td>6704</td>
<td>4447 - PERSONNEL SAFETY ENTERPRISES/ZEE MEDICAL</td>
<td>2,137.31</td>
</tr>
<tr>
<td>6706</td>
<td>2851 - PRO PETROLEUM INC</td>
<td>36,897.76</td>
</tr>
<tr>
<td>6711</td>
<td>1324 - TREATMENT ASSESSMENT SCREENING CENTER INC</td>
<td>6,462.35</td>
</tr>
<tr>
<td>6717</td>
<td>4997 - THE GUIDANCE CENTER INC</td>
<td>1,200.00</td>
</tr>
<tr>
<td>92001506</td>
<td>5202 - ALLIANCE FOR INNOVATION</td>
<td>5,100.00</td>
</tr>
<tr>
<td>92001508</td>
<td>1751 - AM/PM TOWING LLC</td>
<td>1,255.31</td>
</tr>
<tr>
<td>92001510</td>
<td>1895 - ARIZONA PUBLIC SERVICE</td>
<td>5,005.10</td>
</tr>
<tr>
<td>92001515</td>
<td>1310 - APS SERVICES INC SOURCECORP</td>
<td>8,073.51</td>
</tr>
<tr>
<td>92001516</td>
<td>1310 - APS SERVICES INC SOURCECORP</td>
<td>13,714.94</td>
</tr>
<tr>
<td>92001517</td>
<td>6138 - ARIZONA HISTORICAL SOCIETY</td>
<td>2,700.00</td>
</tr>
<tr>
<td>92001519</td>
<td>5304 - ARIZONA SHERIFF'S ASSOCIATION</td>
<td>2,700.00</td>
</tr>
<tr>
<td>92001529</td>
<td>4866 - ANNI BRYAN</td>
<td>1,270.80</td>
</tr>
<tr>
<td>92001535</td>
<td>2786 - QWEST CORPORATION</td>
<td>2,209.42</td>
</tr>
<tr>
<td>92001536</td>
<td>2786 - QWEST CORPORATION</td>
<td>2,672.97</td>
</tr>
<tr>
<td>92001539</td>
<td>2530 - QWEST COMMUNICATIONS COMPANY LLC</td>
<td>5,750.91</td>
</tr>
<tr>
<td>92001545</td>
<td>2268 - CITY OF FLAGSTAFF</td>
<td>8,987.87</td>
</tr>
<tr>
<td>92001548</td>
<td>1982 - COCONINO COUNTY REGIONAL ACCOMODATIONS</td>
<td>40,000.00</td>
</tr>
<tr>
<td>92001556</td>
<td>6124 - SAMANTHA DINNING</td>
<td>2,719.55</td>
</tr>
<tr>
<td>92001558</td>
<td>2478 - ECONOMIC COLLABORATIVE OF NORTHERN ARIZONA</td>
<td>10,000.00</td>
</tr>
<tr>
<td>92001559</td>
<td>4778 - ELEVATED ADVOCACY LLC</td>
<td>5,500.00</td>
</tr>
<tr>
<td>92001561</td>
<td>1716 - EMPIRE SOUTHWEST LLC</td>
<td>12,394.13</td>
</tr>
<tr>
<td>92001562</td>
<td>1601 - ENTELLUS INC</td>
<td>6,000.00</td>
</tr>
<tr>
<td>92001568</td>
<td>1663 - FIRST CLASS ENTERPRISES LLC</td>
<td>3,548.38</td>
</tr>
<tr>
<td>Account Number</td>
<td>Description</td>
<td>Amount</td>
</tr>
<tr>
<td>----------------</td>
<td>--------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>92001570</td>
<td>3503 - FLAGSTAFF INFORMATION TECHNOLOGY LLC</td>
<td>2,245.13</td>
</tr>
<tr>
<td>92001571</td>
<td>1134 - FLAGSTAFF NATIVE PLANT &amp; SEED</td>
<td>1,876.25</td>
</tr>
<tr>
<td>92001574</td>
<td>1140 - FLAGSTAFF MEDICAL CENTER</td>
<td>6,193.77</td>
</tr>
<tr>
<td>92001576</td>
<td>5128 - GLAXO SMITH KLINE PHARMACY INC</td>
<td>1,440.60</td>
</tr>
<tr>
<td>92001578</td>
<td>2201 - GRAINGER</td>
<td>1,157.44</td>
</tr>
<tr>
<td>92001584</td>
<td>4438 - HILLYARD INC</td>
<td>1,727.92</td>
</tr>
<tr>
<td>92001586</td>
<td>2335 - INGERSOLL RAND AIR</td>
<td>3,567.44</td>
</tr>
<tr>
<td>92001591</td>
<td>1090 - THE LANDSCAPE CONNECTION</td>
<td>17,715.90</td>
</tr>
<tr>
<td>92001593</td>
<td>5934 - TYLER LASKY</td>
<td>1,158.00</td>
</tr>
<tr>
<td>92001596</td>
<td>5432 - PARTS WEST HEAVY DUTY, LLC</td>
<td>1,431.49</td>
</tr>
<tr>
<td>92001600</td>
<td>4433 - LUCITY INC</td>
<td>32,871.75</td>
</tr>
<tr>
<td>92001610</td>
<td>3849 - MONTESSORI EDUCATION CENTRE</td>
<td>1,550.00</td>
</tr>
<tr>
<td>92001611</td>
<td>1528 - MORNING DEW LANDSCAPING INC</td>
<td>3,965.75</td>
</tr>
<tr>
<td>92001613</td>
<td>35 - NATIONWIDE RETIREMENT SOLUTIONS</td>
<td>2,827.95</td>
</tr>
<tr>
<td>92001614</td>
<td>35 - NATIONWIDE RETIREMENT SOLUTIONS</td>
<td>1,286.97</td>
</tr>
<tr>
<td>92001632</td>
<td>35 - NATIONWIDE RETIREMENT SOLUTIONS</td>
<td>2,229.02</td>
</tr>
<tr>
<td>92001633</td>
<td>35 - NATIONWIDE RETIREMENT SOLUTIONS</td>
<td>2,341.79</td>
</tr>
<tr>
<td>92001634</td>
<td>35 - NATIONWIDE RETIREMENT SOLUTIONS</td>
<td>2,437.66</td>
</tr>
<tr>
<td>92001635</td>
<td>35 - NATIONWIDE RETIREMENT SOLUTIONS</td>
<td>2,469.17</td>
</tr>
<tr>
<td>92001636</td>
<td>35 - NATIONWIDE RETIREMENT SOLUTIONS</td>
<td>2,492.90</td>
</tr>
<tr>
<td>92001637</td>
<td>35 - NATIONWIDE RETIREMENT SOLUTIONS</td>
<td>2,507.83</td>
</tr>
<tr>
<td>92001638</td>
<td>35 - NATIONWIDE RETIREMENT SOLUTIONS</td>
<td>2,512.50</td>
</tr>
<tr>
<td>92001639</td>
<td>35 - NATIONWIDE RETIREMENT SOLUTIONS</td>
<td>2,516.38</td>
</tr>
<tr>
<td>92001640</td>
<td>35 - NATIONWIDE RETIREMENT SOLUTIONS</td>
<td>2,519.67</td>
</tr>
<tr>
<td>92001641</td>
<td>35 - NATIONWIDE RETIREMENT SOLUTIONS</td>
<td>2,524.36</td>
</tr>
<tr>
<td>92001642</td>
<td>35 - NATIONWIDE RETIREMENT SOLUTIONS</td>
<td>2,534.80</td>
</tr>
<tr>
<td>92001643</td>
<td>35 - NATIONWIDE RETIREMENT SOLUTIONS</td>
<td>2,536.99</td>
</tr>
<tr>
<td>92001644</td>
<td>35 - NATIONWIDE RETIREMENT SOLUTIONS</td>
<td>2,546.19</td>
</tr>
<tr>
<td>92001645</td>
<td>35 - NATIONWIDE RETIREMENT SOLUTIONS</td>
<td>2,563.82</td>
</tr>
<tr>
<td>92001646</td>
<td>35 - NATIONWIDE RETIREMENT SOLUTIONS</td>
<td>2,593.27</td>
</tr>
<tr>
<td>92001647</td>
<td>35 - NATIONWIDE RETIREMENT SOLUTIONS</td>
<td>2,787.97</td>
</tr>
<tr>
<td>92001650</td>
<td>5932 - LAURA NEWILL</td>
<td>1,158.00</td>
</tr>
<tr>
<td>92001651</td>
<td>2078 - JANE NICOETTI-JONES</td>
<td>1,298.90</td>
</tr>
<tr>
<td>92001656</td>
<td>5037 - NORWOOD EQUIPMENT INC</td>
<td>41,533.04</td>
</tr>
<tr>
<td>92001664</td>
<td>1243 - PERFORMANCE STRATEGIES</td>
<td>3,972.02</td>
</tr>
<tr>
<td>92001672</td>
<td>36 - PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM AOC</td>
<td>3,000.00</td>
</tr>
<tr>
<td>92001675</td>
<td>5320 - RAVE WIRELESS, INC</td>
<td>14,712.50</td>
</tr>
<tr>
<td>92001677</td>
<td>6123 - NATHAN RENN</td>
<td>2,961.95</td>
</tr>
<tr>
<td>92001682</td>
<td>5172 - SANOFI PASTEUR INC</td>
<td>4,954.43</td>
</tr>
<tr>
<td>92001683</td>
<td>2380 - LAURENCE SCHIFF MD</td>
<td>5,650.00</td>
</tr>
<tr>
<td>92001686</td>
<td>1823 - SEPTIC SERVICES</td>
<td>1,400.00</td>
</tr>
<tr>
<td>92001687</td>
<td>4461 - SHAMROCK FOODS</td>
<td>9,860.41</td>
</tr>
<tr>
<td>92001688</td>
<td>2526 - SHI INTERNATIONAL CORPORATION</td>
<td>9,696.55</td>
</tr>
<tr>
<td>92001689</td>
<td>1800 - SIGN A RAMA</td>
<td>6,977.27</td>
</tr>
<tr>
<td>92001692</td>
<td>6074 - SPELLBINDERS SPEAKERS GROUP</td>
<td>2,500.00</td>
</tr>
<tr>
<td>92001695</td>
<td>5099 - STATE OF ARIZONA</td>
<td>4,270.12</td>
</tr>
<tr>
<td>92001698</td>
<td>5099 - STATE OF ARIZONA</td>
<td>76,880.00</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Amount</td>
</tr>
<tr>
<td>----------</td>
<td>--------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>92001702</td>
<td>1080 - SUNSTATE EQUIPMENT CO LLC</td>
<td>2,953.88</td>
</tr>
<tr>
<td>92001705</td>
<td>1690 - THOMSON REUTERS-WEST PAYMENT CENTER</td>
<td>1,211.41</td>
</tr>
<tr>
<td>92001706</td>
<td>1512 - TIFFANY CONSTRUCTION COMPANY</td>
<td>293,432.34</td>
</tr>
<tr>
<td>92001707</td>
<td>1028 - TOLANI LAKE CHAPTER</td>
<td>1,500.00</td>
</tr>
<tr>
<td>92001711</td>
<td>6139 - TWILIGHT JANITORIAL SERVICE INC</td>
<td>1,033.65</td>
</tr>
<tr>
<td>92001712</td>
<td>1755 - UNS GAS INC</td>
<td>1,147.50</td>
</tr>
<tr>
<td>92001714</td>
<td>2034 - UNITED REFRIGERATION INC</td>
<td>9,834.58</td>
</tr>
<tr>
<td>92001718</td>
<td>5173 - CELLCO PARTNERSHIP</td>
<td>8,917.85</td>
</tr>
<tr>
<td>92001720</td>
<td>5173 - CELLCO PARTNERSHIP</td>
<td>3,620.15</td>
</tr>
<tr>
<td>92001721</td>
<td>3661 - VOYAGER FLEET SYSTEMS</td>
<td>18,153.44</td>
</tr>
<tr>
<td>92001724</td>
<td>3075 - AMANDA J WILLEY</td>
<td>1,767.50</td>
</tr>
<tr>
<td>92001727</td>
<td>6092 - YAVAPAI BUILDING LLC</td>
<td>3,100.00</td>
</tr>
<tr>
<td>92001730</td>
<td>1392 - PERFORMANCE REPORTERS INC</td>
<td>5,104.50</td>
</tr>
</tbody>
</table>
Warrant listing for 9/5/19 as required by ARS-11-217.D

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

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Vendor</th>
<th>Check Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6720</td>
<td>2630 - PSYCHEDEL-INK DREAMS INC</td>
<td>1,769.81</td>
</tr>
<tr>
<td>6723</td>
<td>4997 - THE GUIDANCE CENTER INC</td>
<td>1,705.00</td>
</tr>
<tr>
<td>6735</td>
<td>2808 - YAVAPAI COUNTY GOVERNMENT</td>
<td>2,750.00</td>
</tr>
<tr>
<td>92001735</td>
<td>4783 - THE HILLER COMPANIES, INC</td>
<td>1,417.83</td>
</tr>
<tr>
<td>92001738</td>
<td>1895 - ARIZONA PUBLIC SERVICE</td>
<td>2,570.00</td>
</tr>
<tr>
<td>92001741</td>
<td>1399 - WILLIAM JAMES LEACH</td>
<td>19,875.00</td>
</tr>
<tr>
<td>92001749</td>
<td>2077 - CATHOLIC CHARITIES COMMUNITY SERVICES INC</td>
<td>1,176.00</td>
</tr>
<tr>
<td>92001751</td>
<td>2268 - CITY OF FLAGSTAFF</td>
<td>169,031.13</td>
</tr>
<tr>
<td>92001758</td>
<td>6149 - DOVENMUEHLE MORTGAGE INC</td>
<td>1,439.39</td>
</tr>
<tr>
<td>92001762</td>
<td>3442 - HEIDI A FALICK</td>
<td>1,899.88</td>
</tr>
<tr>
<td>92001765</td>
<td>1593 - FLAGSTAFF FESTIVAL OF SCIENCE</td>
<td>2,500.00</td>
</tr>
<tr>
<td>92001768</td>
<td>1140 - FLAGSTAFF MEDICAL CENTER</td>
<td>12,971.25</td>
</tr>
<tr>
<td>92001770</td>
<td>2098 - FOR FUN AND FOR FREE</td>
<td>2,748.00</td>
</tr>
<tr>
<td>92001772</td>
<td>2345 - HARRIS &amp; WINGER PC</td>
<td>11,718.00</td>
</tr>
<tr>
<td>92001774</td>
<td>5318 - THE J STREIFF LAW FIRM, PC</td>
<td>4,974.00</td>
</tr>
<tr>
<td>92001776</td>
<td>1412 - MIKKEL JORDAHL PC</td>
<td>1,533.00</td>
</tr>
<tr>
<td>92001777</td>
<td>6064 - KACHINA VILLAGE IMPROVEMENT DISTRICT</td>
<td>1,374.73</td>
</tr>
<tr>
<td>92001778</td>
<td>1924 - DANIEL KAISER</td>
<td>3,610.20</td>
</tr>
<tr>
<td>92001780</td>
<td>2401 - KONICA MINOLTA BUSINESS SOLUTIONS USA INC</td>
<td>13,371.53</td>
</tr>
<tr>
<td>92001781</td>
<td>6161 - LAFORGE TOWING</td>
<td>1,094.00</td>
</tr>
<tr>
<td>92001784</td>
<td>1344 - LEUPP CHAPTER</td>
<td>1,083.00</td>
</tr>
<tr>
<td>92001787</td>
<td>2057 - MASTER CHORALE OF FLAGSTAFF</td>
<td>1,000.00</td>
</tr>
<tr>
<td>92001791</td>
<td>2000 - NORTHERN ARIZONA INTERGOVERNMENTAL TRANSPORTATION</td>
<td>3,240.00</td>
</tr>
<tr>
<td>92001794</td>
<td>5803 - NICK D PATTON, ATTORNEY AT LAW, PLLC</td>
<td>1,300.00</td>
</tr>
<tr>
<td>92001795</td>
<td>4442 - NILES RADIO COMMUNICATIONS</td>
<td>2,362.03</td>
</tr>
<tr>
<td>92001798</td>
<td>2250 - NORTHLAND INVESTIGATIONS LLC</td>
<td>1,800.00</td>
</tr>
<tr>
<td>92001801</td>
<td>5086 - PAGE HOSPITAL</td>
<td>1,656.85</td>
</tr>
<tr>
<td>92001803</td>
<td>1243 - PERFORMANCE STRATEGIES</td>
<td>6,639.11</td>
</tr>
<tr>
<td>92001804</td>
<td>5857 - HIDEMI PHILLIPS</td>
<td>1,326.80</td>
</tr>
<tr>
<td>92001806</td>
<td>2092 - PROFORCE LAW ENFORCEMENT</td>
<td>1,832.88</td>
</tr>
<tr>
<td>92001810</td>
<td>1414 - RUSH TRUCK CENTERS OF ARIZONA, INC</td>
<td>1,192.11</td>
</tr>
<tr>
<td>92001814</td>
<td>4461 - SHAMROCK FOODS</td>
<td>10,438.85</td>
</tr>
<tr>
<td>92001815</td>
<td>1762 - KENNETH W SHEFFIELD</td>
<td>1,275.00</td>
</tr>
<tr>
<td>92001818</td>
<td>6160 - GOLDEN RULE CHARITIES</td>
<td>1,000.00</td>
</tr>
<tr>
<td>92001822</td>
<td>1755 - UNS GAS INC</td>
<td>1,970.00</td>
</tr>
<tr>
<td>92001825</td>
<td>1264 - VICTIM WITNESS SERVICES FOR COCONINO COUNTY</td>
<td>81,500.00</td>
</tr>
<tr>
<td>92001829</td>
<td>1881 - WENDY F WHITE</td>
<td>1,941.62</td>
</tr>
<tr>
<td>92001832</td>
<td>1229 - WOODSON ENGINEERING AND SURVEYING</td>
<td>4,750.00</td>
</tr>
<tr>
<td>92001836</td>
<td>3931 - THE ZICKERMAN LAW OFFICE PLLC</td>
<td>2,550.00</td>
</tr>
<tr>
<td>92001837</td>
<td>35 - NATIONWIDE RETIREMENT SOLUTIONS</td>
<td>2,431.56</td>
</tr>
</tbody>
</table>
Warrant listing for 9/12/19 as required by ARS-11-217.D

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

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Vendor</th>
<th>Check Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6737</td>
<td>1205 - JONNA E BAKER</td>
<td>1,459.11</td>
</tr>
<tr>
<td>6738</td>
<td>3789 - BURGESS &amp; NIPLE INC</td>
<td>26,000.00</td>
</tr>
<tr>
<td>6740</td>
<td>1019 - COCONINO COUNTY</td>
<td>10,416.44</td>
</tr>
<tr>
<td>6741</td>
<td>1019 - COCONINO COUNTY</td>
<td>11,129.59</td>
</tr>
<tr>
<td>6742</td>
<td>1019 - COCONINO COUNTY</td>
<td>402,055.57</td>
</tr>
<tr>
<td>6743</td>
<td>1019 - COCONINO COUNTY</td>
<td>39,114.35</td>
</tr>
<tr>
<td>6744</td>
<td>1019 - COCONINO COUNTY</td>
<td>91,317.01</td>
</tr>
<tr>
<td>6745</td>
<td>1019 - COCONINO COUNTY</td>
<td>123,913.47</td>
</tr>
<tr>
<td>6746</td>
<td>1019 - COCONINO COUNTY</td>
<td>336,466.48</td>
</tr>
<tr>
<td>6747</td>
<td>1019 - COCONINO COUNTY</td>
<td>183,325.89</td>
</tr>
<tr>
<td>6748</td>
<td>1019 - COCONINO COUNTY</td>
<td>60,684.28</td>
</tr>
<tr>
<td>6750</td>
<td>1959 - CRM OF AMERICA LLC</td>
<td>10,290.70</td>
</tr>
<tr>
<td>6756</td>
<td>1073 - GOOD SOURCE SOLUTIONS INC</td>
<td>19,451.08</td>
</tr>
<tr>
<td>6757</td>
<td>4997 - THE GUIDANCE CENTER INC</td>
<td>3,036.00</td>
</tr>
<tr>
<td>6758</td>
<td>2651 - H&amp;H TREATMENT PROGRAMS LLC</td>
<td>6,015.00</td>
</tr>
<tr>
<td>6767</td>
<td>5862 - JANELLE A MCEACHERN, ATTORNEY AT LAW</td>
<td>3,248.75</td>
</tr>
<tr>
<td>6769</td>
<td>1012 - ROBERT F LOVETT JR</td>
<td>3,321.00</td>
</tr>
<tr>
<td>6770</td>
<td>2451 - NATURAL CHANNEL DESIGN INC</td>
<td>11,875.33</td>
</tr>
<tr>
<td>6774</td>
<td>4445 - PAGE UTILITY ENTERPRISES</td>
<td>2,598.78</td>
</tr>
<tr>
<td>6775</td>
<td>3251 - PEAK ENGINEERING INC</td>
<td>8,602.50</td>
</tr>
<tr>
<td>6776</td>
<td>4447 - PERSONNEL SAFETY ENTERPRISES/ZEE MEDICAL</td>
<td>1,255.47</td>
</tr>
<tr>
<td>6777</td>
<td>1735 - PTS OF AMERICA LLC</td>
<td>1,200.00</td>
</tr>
<tr>
<td>6778</td>
<td>2851 - PRO PETROLEUM INC</td>
<td>36,584.82</td>
</tr>
<tr>
<td>6782</td>
<td>2459 - RICHARD M SAMUELS PHD PLC</td>
<td>3,750.00</td>
</tr>
<tr>
<td>6783</td>
<td>1228 - SAN DIEGO POLICE EQUIPMENT CO INC</td>
<td>3,768.00</td>
</tr>
<tr>
<td>6787</td>
<td>5099 - STATE OF ARIZONA</td>
<td>4,877.00</td>
</tr>
<tr>
<td>6788</td>
<td>2406 - BELINDA STYLE</td>
<td>1,400.00</td>
</tr>
<tr>
<td>6789</td>
<td>3614 - SUNEDISON HOLDINGS CORPORATION</td>
<td>4,876.56</td>
</tr>
<tr>
<td>6790</td>
<td>1324 - TREATMENT ASSESSMENT SCREENING CENTER INC</td>
<td>21,302.00</td>
</tr>
<tr>
<td>6791</td>
<td>1257 - TERRY MARXEN CHEVROLET CADILLAC</td>
<td>5,246.87</td>
</tr>
<tr>
<td>92001845</td>
<td>1895 - ARIZONA PUBLIC SERVICE</td>
<td>30,834.03</td>
</tr>
<tr>
<td>92001846</td>
<td>1895 - ARIZONA PUBLIC SERVICE</td>
<td>1,251.90</td>
</tr>
<tr>
<td>92001852</td>
<td>1157 - ASHFORK WATER SERVICE</td>
<td>1,012.37</td>
</tr>
<tr>
<td>92001861</td>
<td>5002 - BUFFALO FENCE &amp; BARN COMPANY INC</td>
<td>2,375.00</td>
</tr>
<tr>
<td>92001868</td>
<td>2530 - QWEST COMMUNICATIONS COMPANY LLC</td>
<td>3,328.86</td>
</tr>
<tr>
<td>92001871</td>
<td>2268 - CITY OF FLAGSTAFF</td>
<td>16,460.69</td>
</tr>
<tr>
<td>92001876</td>
<td>2023 - ATL, INC</td>
<td>9,978.68</td>
</tr>
<tr>
<td>92001877</td>
<td>1019 - COCONINO COUNTY</td>
<td>20,000.00</td>
</tr>
<tr>
<td>92001878</td>
<td>1019 - COCONINO COUNTY</td>
<td>11,040.24</td>
</tr>
<tr>
<td>92001880</td>
<td>6135 - COMP-RAY, INC</td>
<td>23,822.70</td>
</tr>
<tr>
<td>Invoice</td>
<td>Description</td>
<td>Amount</td>
</tr>
<tr>
<td>---------</td>
<td>--------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>92001881</td>
<td>2004 - COREMR LLC</td>
<td>1,000.00</td>
</tr>
<tr>
<td>92001882</td>
<td>1584 - FLAGSTAFF TERRACE PARTNERS LP</td>
<td>1,430.00</td>
</tr>
<tr>
<td>92001883</td>
<td>6170 - JOSEPH M COWSERT</td>
<td>1,950.00</td>
</tr>
<tr>
<td>92001887</td>
<td>4944 - DELTA DENTAL PLAN OF ARIZONA</td>
<td>25,847.08</td>
</tr>
<tr>
<td>92001890</td>
<td>6164 - DIANE MARIE SALVESTRINI</td>
<td>3,418.99</td>
</tr>
<tr>
<td>92001894</td>
<td>1716 - EMPIRE SOUTHWEST LLC</td>
<td>5,030.56</td>
</tr>
<tr>
<td>92001896</td>
<td>1826 - FLAG ICE LLC</td>
<td>3,881.48</td>
</tr>
<tr>
<td>92001897</td>
<td>1463 - FLAG TRUCK CENTER</td>
<td>1,639.69</td>
</tr>
<tr>
<td>92001900</td>
<td>1140 - FLAGSTAFF MEDICAL CENTER</td>
<td>1,261.98</td>
</tr>
<tr>
<td>92001907</td>
<td>2201 - GRAINGER</td>
<td>1,632.69</td>
</tr>
<tr>
<td>92001908</td>
<td>2862 - GREAT CIRCLE RADIO</td>
<td>3,061.53</td>
</tr>
<tr>
<td>92001910</td>
<td>6165 - HATCH FAMILY LIMITED PARTNERSHIP</td>
<td>1,500.00</td>
</tr>
<tr>
<td>92001914</td>
<td>5318 - THE J STREIFF LAW FIRM, PC</td>
<td>2,492.50</td>
</tr>
<tr>
<td>92001915</td>
<td>1722 - JCG TECHNOLOGIES INC</td>
<td>5,672.15</td>
</tr>
<tr>
<td>92001918</td>
<td>1924 - DANIEL KAISER</td>
<td>10,625.00</td>
</tr>
<tr>
<td>92001921</td>
<td>1574 - KINNEY CONSTRUCTION SERVICES INC</td>
<td>48,309.52</td>
</tr>
<tr>
<td>92001923</td>
<td>3515 - LA CONSULTING INC</td>
<td>6,292.25</td>
</tr>
<tr>
<td>92001924</td>
<td>5144 - LA QUINTA HOLDINGS INC</td>
<td>2,260.32</td>
</tr>
<tr>
<td>92001925</td>
<td>4983 - LAW OFFICE OF LEE PHILLIPS PC</td>
<td>3,400.00</td>
</tr>
<tr>
<td>92001932</td>
<td>4472 - MANGUM WALL STOOPS &amp; WARDEN PLLC</td>
<td>2,764.41</td>
</tr>
<tr>
<td>92001937</td>
<td>2223 - MINNESOTA LIFE INSURANCE COMPANY</td>
<td>7,286.42</td>
</tr>
<tr>
<td>92001938</td>
<td>3144 - UNIQUE PARKING SOLUTIONS</td>
<td>2,318.26</td>
</tr>
<tr>
<td>92001941</td>
<td>2000 - NORTHERN ARIZONA INTERGOVERNMENTAL TRANSPORTATION</td>
<td>1,665.00</td>
</tr>
<tr>
<td>92001942</td>
<td>1984 - NORTHERN ARIZONA PUBLIC EMPLOYEES BENEFIT TRUST</td>
<td>425,438.28</td>
</tr>
<tr>
<td>92001944</td>
<td>3556 - NATIONAL FOREST FOUNDATION</td>
<td>800,000.00</td>
</tr>
<tr>
<td>92001945</td>
<td>35 - NATIONWIDE RETIREMENT SOLUTIONS</td>
<td>2,836.63</td>
</tr>
<tr>
<td>92001946</td>
<td>35 - NATIONWIDE RETIREMENT SOLUTIONS</td>
<td>1,286.97</td>
</tr>
<tr>
<td>92001948</td>
<td>35 - NATIONWIDE RETIREMENT SOLUTIONS</td>
<td>4,152.00</td>
</tr>
<tr>
<td>92001949</td>
<td>35 - NATIONWIDE RETIREMENT SOLUTIONS</td>
<td>11,779.31</td>
</tr>
<tr>
<td>92001951</td>
<td>4974 - WILLIAMS GC NEWS, INC</td>
<td>1,179.63</td>
</tr>
<tr>
<td>92001955</td>
<td>1286 - LEON MICHAEL WATKINS</td>
<td>1,000.00</td>
</tr>
<tr>
<td>92001961</td>
<td>5790 - PEAKS AUDIO PRODUCTIONS</td>
<td>6,797.50</td>
</tr>
<tr>
<td>92001965</td>
<td>1243 - PERFORMANCE STRATEGIES</td>
<td>4,134.16</td>
</tr>
<tr>
<td>92001966</td>
<td>2625 - CAROLINE PILKINGTON</td>
<td>2,200.00</td>
</tr>
<tr>
<td>92001967</td>
<td>1443 - PINEWOOD SANITARY DISTRICT</td>
<td>1,425.00</td>
</tr>
<tr>
<td>92001968</td>
<td>1579 - THE PITNEY BOWES BANK INC</td>
<td>10,809.95</td>
</tr>
<tr>
<td>92001969</td>
<td>2035 - PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC</td>
<td>3,358.86</td>
</tr>
<tr>
<td>92001987</td>
<td>2380 - LAURENCE SCHIFF MD</td>
<td>5,650.00</td>
</tr>
<tr>
<td>92001989</td>
<td>4461 - SHAMROCK FOODS</td>
<td>4,055.50</td>
</tr>
<tr>
<td>92001990</td>
<td>1762 - KENNETH W SHEFFIELD</td>
<td>8,287.50</td>
</tr>
<tr>
<td>92001994</td>
<td>6078 - SODEXO OPERATIONS, LLC</td>
<td>13,842.03</td>
</tr>
<tr>
<td>92001996</td>
<td>5099 - STATE OF ARIZONA</td>
<td>76,407.01</td>
</tr>
<tr>
<td>92001997</td>
<td>5099 - STATE OF ARIZONA</td>
<td>18,021.06</td>
</tr>
<tr>
<td>92002000</td>
<td>5099 - STATE OF ARIZONA</td>
<td>6,292.24</td>
</tr>
<tr>
<td>92002003</td>
<td>5099 - STATE OF ARIZONA</td>
<td>14,391.78</td>
</tr>
<tr>
<td>92002008</td>
<td>1552 - STOPTECH LTD</td>
<td>2,449.00</td>
</tr>
<tr>
<td>92002011</td>
<td>10 - SUPPORT PAYMENT CLEARINGHOUSE</td>
<td>5,179.90</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Amount</td>
</tr>
<tr>
<td>--------</td>
<td>---------------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>92002016</td>
<td>1512 - TIFFANY CONSTRUCTION COMPANY</td>
<td>82,405.40</td>
</tr>
<tr>
<td>92002018</td>
<td>3073 - TOTAL EVENTS &amp; MORE LLC</td>
<td>4,766.97</td>
</tr>
<tr>
<td>92002031</td>
<td>6169 - SANDRA VAN RIPER</td>
<td>1,500.00</td>
</tr>
<tr>
<td>92002032</td>
<td>5849 - VANGUARD TRUCK HOLDINGS, LLC</td>
<td>7,567.73</td>
</tr>
<tr>
<td>92002033</td>
<td>8 - VANTAGEPOINT TRANSFER AGENTS 303590</td>
<td>3,134.48</td>
</tr>
<tr>
<td>92002035</td>
<td>6119 - TRC VERMILLION VIEW, LLC</td>
<td>1,430.00</td>
</tr>
<tr>
<td>92002036</td>
<td>1546 - VISION SERVICE PLAN-CONNECTICUT</td>
<td>3,724.27</td>
</tr>
<tr>
<td>92002037</td>
<td>5169 - VOYA INSTITUTIONAL TRUST COMPANY</td>
<td>6,075.83</td>
</tr>
</tbody>
</table>
DATE: September 19, 2019

TO: Honorable Chair and Members of the Board

FROM: Michele Ralston, Executive Assistant to the Board of Supervisors

SUBJECT: Consideration and possible action to approve Community Grant funding from District 1 in the amount of $10,000 to Flagstaff Shelter Services to support expansion of their existing building.

RECOMMENDED MOTION:

Approve Community Grant funding from District 1 in the amount of $10,000 to Flagstaff Shelter Services to support expansion of their existing building.

BACKGROUND:

The funds will be used to construct a second story on existing building of Flagstaff Shelter Services allowing 77 additional beds, bring nightly capacity to 163. This will ensure every adult experiencing a housing crisis in Coconino County to have access to safe shelter, meals, showers, laundry facilities, medical care, clothing, hygiene supplies and housing services.

ALTERNATIVES:

The Board may decide not to take action or to add additional funds.

FISCAL IMPACT:

$10,000 from District 1 CI

ATTACHMENTS:

1 - Staff Report
2 - GRANT APPLICATION AND W-9
# Community Grant Program Application

## Flagstaff Shelter Services

**Name of Organization**

<table>
<thead>
<tr>
<th>Non-Profit</th>
<th>Type of Organization (Government, Private, Non-Profit, etc...)</th>
<th>Federal Employer ID Number (Please attach W9)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Shelter; Housing Services</td>
<td>Type of Service(s) Provided by Organization</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date(s) of Event/Program</th>
<th>Total Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 15-September 15, 2019</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

**Organization Address**

4185 E. Huntington Drive, Flagstaff, AZ 86004

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Email Address</th>
<th>Daytime Phone</th>
<th>Evening Phone</th>
<th>Cell Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ross Altenbaugh</td>
<td><a href="mailto:ross@flagshelter.org">ross@flagshelter.org</a></td>
<td>928.225.2533 x303</td>
<td>804.901.0437</td>
<td></td>
</tr>
</tbody>
</table>

Please indicate the amount requested from each District:

<table>
<thead>
<tr>
<th>Dist. 1</th>
<th>Dist. 2</th>
<th>Dist. 3</th>
<th>Dist. 4</th>
<th>Dist. 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>$10,000</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

If funded, Check payable to:

Flagstaff Shelter Services

**Name of Organization**

**Ross Altenbaugh, Executive Director**

**Print Contact Name and Title**

<table>
<thead>
<tr>
<th>PO Box 1808</th>
<th>Mailing Address</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flagstaff, AZ 86002</td>
<td></td>
<td></td>
<td>5/21/2019 8.19.19</td>
</tr>
</tbody>
</table>

**City, State, Zip**

**5/21/2019**

**Page 1 of 4**
Answer all questions completely and accurately.

1. Describe specific service(s) provided using these funds:
Funds will support Flagstaff Shelter Services' (FSS) exciting building expansion, taking place in summer 2019. The construction of a second story on our existing building will allow for the addition of 77 more beds, bringing our nightly capacity to 163. This will ensure every adult experiencing a housing crisis in Coconino County has access to safe shelter, meals, showers, laundry facilities, medical care, clothing, hygiene supplies, and housing services.

2. Describe the public service/public benefit that will be provided with the use of these funds (include any eligibility criteria):
FSS is proud to fill a critical gap in services in Coconino County by serving adults experiencing homelessness without preconditions or barriers. This means emergency shelter and housing services are offered to the most vulnerable residents of our community, regardless of their faith, mental health, sobriety, criminal record or previous shelter stays. This expansion project will meet an urgent community need for increased emergency shelter beds in Coconino County.

3. Population served using these funds (include any eligibility criteria).
By supporting the expansion of our longstanding emergency shelter, these funds will provide lifesaving shelter and life-changing services to community members experiencing a housing crisis, many of whom are turned away by every other homeless service provider in town. Also, an exciting aspect of this expansion project is it will free up beds in our seasonal overflow shelter, thus allowing us to begin sheltering entire families for the first time ever!

4. How will the success of the program be evaluated?
This much needed expansion project will be considered a success when 77 more emergency shelter beds are open to and serving the community. The goal is to be well-equipped to provide same-day shelter and services to 100% of individuals seeking assistance during a housing crisis. It will have important long-term community impacts because ending immediate crises through temporary shelter is the first step in helping folks secure safe, affordable permanent housing they can maintain.

5. List other funding sources for this program:
City of Flagstaff CDBG Funds; Del E. Webb Foundation; Don Nierling Memorial Foundation; Arizona Diamondbacks Foundation; In-Kind Construction Support

6. Has Coconino County funded this organization before? Yes ___ No ___ Please describe how funds were used. Please include amount and confirm agreement and expense report has been submitted for previous funding.
If yes, what difference did funding assistance have in the community?

7. Total Project cost: $850,000
8. Total Amount Requested: $50,000
9. County Funding Assistance Budget (Attach separate sheet, if necessary)

<table>
<thead>
<tr>
<th>Supplies and Equipment</th>
<th>$50,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel Expenses</td>
<td>$</td>
</tr>
<tr>
<td>Conference Registration Fees</td>
<td>$</td>
</tr>
<tr>
<td>Labor Costs or Contract Wages</td>
<td>$</td>
</tr>
<tr>
<td>Other, please specify:</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Total</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

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

As you may know, FSS successfully raised the $580,000 Kinney Construction Services estimated it would cost to complete this expansion project. However, due to the increase in construction costs (10-40%) over the last year, when bids were completed last week, it became clear we need to secure additional funding. We are now working diligently to close this funding gap through additional grants and by working with BEC Construction (the lowest and chosen bidder) to reduce costs in supplies and materials. Our Building Team consists of Mike Thomas (President, KCS and FSS Board Member) Paul Moore (Architect), and BEC (General Contractor).

By accepting a grant award from the Coconino County Board of Supervisors, Grantee acknowledges and agrees that:
1. Grantee will file a year-end report with the Clerk of the Board of Supervisors to confirm that the funds were spent for the purpose given. This report is due June 30th following the award, or within thirty (30) days of completing the event or activity funded by the grant.
2. Any funds not expended for the purpose(s) given shall be returned to the County by June 30th, or within thirty (30) days of event or activity funded by the grant unless written request is made for an extension of time to complete use of the funds.
3. This award is for funding only. No liability for any of Grantee’s activities is assumed by Coconino County. Grantee will indemnify, defend, and hold harmless Coconino County in the event of a claim or lawsuit arising out of Grantee’s activities. Grantee will assume all risks of the activity and will be solely responsible for any accidents or injuries to persons or property.
4. In some cases, depending on the nature of the activity being funded, the County may require a service contract and liability insurance from the Grantee to protect the County against losses.
Form W-9
Request for Taxpayer Identification Number and Certification
Give Form to the requester. Do not send to the IRS.

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

Flagstaff Shelter Services

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

Check appropriate box for federal tax classification; check only one of the following seven boxes:

☐ Individual/sole proprietor ☐ C Corporation
☐ Ltd Liability company ☐ S Corporation ☐ Partnership
☐ Trust/estate ☐ " "

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:

☐ Limited liability company. Enter the tax classification (C-C corporation, S corporation, Partnership) ☐

Note: For a single-member LLC that is disregarded, do not check LLC. Check the appropriate box in the line above for the tax classification of the single-member owner.

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

Exempt (payee code (if any))
Exemption from FATCA reporting code (if any)
Applies to accounts maintained outside the U.S.

5. Address, street, and apt. or suite no.

4185 E Huntington Drive

6. City, state, and ZIP code

Flagstaff, Arizona 86004

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

20-4921369

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶

Date ▶ 4/19/2019

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

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

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-in form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.
DATE: September 19, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Consideration and possible action to appoint Marilyn Irwin, Precinct 5, as a Democratic Precinct Committeeperson, for a term to expire October 1, 2020 and as requested by the Coconino County Democratic Party, to fill vacancies from a lack of candidates during the 2018 election.

RECOMMENDED MOTION:

Appoint Marilyn Irwin, Precinct 5, as Democratic Precinct Committeeperson, for a term to expire October 1, 2020 and as requested by the Coconino County Democratic Party, to fill vacancies from a lack of candidates during the 2018 election.

BACKGROUND:

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

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

The Clerk of the Board of Supervisors has verified that a vacancy exists in the precincts listed. The Coconino County Elections Department has verified that the proposed committeeperson listed above is a registered voter of the requested political party and registered to vote in the precinct requested for appointment.
ALTERNATIVES:

The Board is required by law to make appointments.

FISCAL IMPACT:

There is no fiscal impact to the General Fund.

ATTACHMENTS:

1 - Staff Report
2 - LETTER
To: Coconino Board of Supervisors  
ATTN: Lindsay Daley  
219 E. Cherry Street  
Flagstaff, AZ 86001

Dear Board of Supervisors,

As Chair of the Coconino County Democratic Party, I request the following people be appointed as Precinct Committeepersons:

<table>
<thead>
<tr>
<th>Name</th>
<th>Precinct</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abigail Jackson</td>
<td>Flagstaff 3</td>
<td>220 W Cherry Ave #208; Flagstaff AZ 86001</td>
</tr>
<tr>
<td>Marilyn Irwin</td>
<td>Flagstaff 5</td>
<td>2650 N Nelson Dr; Flagstaff AZ 86001</td>
</tr>
<tr>
<td>Andrew Myers</td>
<td>Winona (92)</td>
<td>7201 Bullion Hill Rd; Flagstaff AZ 86004</td>
</tr>
</tbody>
</table>

Thank you,

Shannah Redmon, Chair,  
Coconino County Democratic Party

(Signature)
DATE: September 19, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Consideration and possible action to approve Resolution 2019-34, directing the County Treasurer to collect taxes for Tax Year 2019 from all persons listed in the assessment and Tax Roll on file in the office of the County Treasurer and by reference made a part of the resolution.

RECOMMENDED MOTION:

Approve Resolution 2019-34, directing the County Treasurer to collect taxes for Tax Year 2019 from all persons listed in the assessment and Tax Roll on file in the office of the County Treasurer and by reference made a part of the resolution.

BACKGROUND:

Arizona Revised Statutes 42-18003 requires that the Board of Supervisors annually adopt a resolution directing the Treasurer to collect taxes listed on the assessment roll which is officially delivered to the Treasurer on or before October 1 of each year. The adopted resolution serves as the official notification to the Treasurer to collect all taxes assessed by the Board in the current tax year.

The tax roll is delivered electronically due to the fact that the Assessor and Treasurer use the same software.

The Clerk of the Board is drafting the tax notice for publication in coordination with the Treasurer's Office and will submit the notice for publication on behalf of the Treasurer. By law, the notice of tax due dates is published for four consecutive weeks in a newspaper of general circulation in the county.

ALTERNATIVES:

None, this is a statutory requirement of the Board.
FISCAL IMPACT:

The Treasurer serves as the official tax collector for not only the County but also for every special taxing district in the County. Without this resolution no property taxes could be collected and distributed.

ATTACHMENTS:

1 - Staff Report
2 - RESOLUTION 2019-34
RESOLUTION 2019 – 34


WHEREAS, the Board of Supervisors has completed the assessment and tax roll as required by ARS 42-18003; and

WHEREAS, the County Treasurer is responsible for collecting all taxes levied on the roll; and

WHEREAS, the Board of Supervisors is required to adopt a resolution for the collection of said taxes each year;

NOW THEREFORE BE IT RESOLVED that the Coconino County Treasurer, commencing on October 1, 2019, shall collect the assessed taxes from the persons listed on the tax roll of the 2019 tax year.

APPROVED AND ADOPTED this 24th day of September 2019, by the Coconino County Board of Supervisors.

AYES: ____________________
NOES: ____________________
ABSENT: ____________________

COCONINO COUNTY BOARD OF SUPERVISORS
(SEAL)

Lena Fowler, Chairwoman

ATTEST: ____________________
APPROVED AS TO FORM:

Lindsay Daley, Clerk of the Board
Rose Winkeler, Deputy County Attorney

Resolution 2019-34  Page 1 of 1  Approved September 24, 2019
DATE: September 19, 2019

TO: Honorable Chair and Members of the Board

FROM: Sharon Yates, Coconino County Court Administration

SUBJECT: Consideration and possible action regarding approval of the Intergovernmental Agreement (IGA) for Mediation Services with the City of Flagstaff, for disputes regarding civil rights violations, with a term of Fiscal Year 2020 through Fiscal Year 2024 (5 Year Term).

RECOMMENDED MOTION:

Consideration and possible action regarding approval of the Intergovernmental Agreement (IGA) for Mediation Services with the City of Flagstaff, for disputes regarding civil rights violations, with a term of Fiscal Year 2020 through Fiscal Year 2024 (5 Year Term).

BACKGROUND:

Section 11-952 of the Arizona Revised Statutes authorizes the various political subdivisions of the State to enter into agreements providing for the joint exercise of their respective governmental powers for the public benefit.

This Agreement authorizes Coconino County and the City of Flagstaff to work cooperatively for the mutual benefit of its citizens in providing select mediation services. The City of Flagstaff and Coconino County first entered into this IGA for the initial term of FY2015 through FY2019, with the option for 5-year term renewals.

The Coconino County Courts Alternative Dispute Resolution Program will provide a mediator(s) to mediate disputes, arising out of possible civil rights violations and shall provide such services to all persons referred by the City of Flagstaff. It is anticipated that there will be less than five mediations conducted per year under this Agreement.

The cost to the City will be $540 for a four (4) hour mediation session for this new term (FY2015 - FY2019 original rate was $480). If four (4) hours is not sufficient time to reach a settlement of a said dispute, the mediation can be reset at the City’s discretion and if necessary, the Mediator’s recommendation at the cost of $120.00 per hour. The City will reimburse the County for such services.
The proposal before the Board is to execute the Agreement under terms and conditions as set forth in the attached Intergovernmental Agreement between the Parties. The City of Flagstaff approved the IGA Mediation for the term of FY2020 through FY2024 at their July 2, 2019 City Council Meeting, and will retain final City signatures on the agreement upon Board of Supervisor approval.

**ALTERNATIVES:**

If the IGA is not approved between Coconino County and the City of Flagstaff, the City would need to form its own mediation program, retain and hire private mediators at a substantially greater cost to the City or ultimately allow the case to be litigated. The City could potentially seek mediation services from Yavapai County and pursue an IGA with that county.

**FISCAL IMPACT:**

The agreement allows the County to charge the City $540.00 per mediation. If the mediators are County employees, other than the ADR Coordinator or Integrated Family Coordinator (IFC), the cost to the County will be $120.00 per mediation. The $120.00 is paid to each mediator on the ADR roster, per mediation, other than the ADR Coordinator or IFC Coordinator. It is anticipated that the ADR or IFC Coordinators will conduct the majority of mediations. The expenses and reimbursements will be tracked in the Alternative Dispute Resolution operational budget.

**ATTACHMENTS:**

1. Staff Report
2. FY2020 - FY2024 IGA MEDIATION CITY OF FLAG
3. REFERENCE ORIGINAL IGA - FY2015 - FY2019
4. CITY OF FLAGSTAFF - INSURANCE
INTERGOVERNMENTAL AGREEMENT FOR
COCONINO COUNTY ALTERNATIVE DISPUTE RESOLUTION PROGRAM
MEDIATION SERVICES
CITY OF FLAGSTAFF
and
COCONINO COUNTY

This Intergovernmental Agreement for Mediation Services ("Agreement") is made by and between the City of Flagstaff ("City"), a municipal corporation with offices at 211 W. Aspen Avenue, Flagstaff, Coconino County, Arizona, and Coconino County, a political subdivision of the state of Arizona with an office at 200 N. San Francisco Street, Flagstaff, Arizona 86001 ("County"), effective as of the date written below.

RECITALS

A. The City desires to enter into this Agreement for the Coconino County for Alternative Dispute Resolution (ADR) programs to provide Mediation Services to the City for disputes regarding civil rights violations; and

B. County has available and offers to provide the personnel necessary to organize and provide said services in accordance with the Scope of Work, attached to this Agreement as Exhibit A;

C. The City and County attest that each has the authority to enter into this IGA by virtue of the authorities set forth in Arizona Revised Statutes §11-951, §11-952; and the Parties further attest that the scope and purpose of this agreement does not exceed the powers inherent to each Party by virtue of their organizational statutory authorities. Arizona Revised Statutes §11-954.

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, the City and County agree as follows:

1. SERVICES TO BE PERFORMED BY COUNTY

County, agrees to provide the services, as set forth in detail in Exhibit "A" attached hereto and hereby incorporated as part of this Agreement and adopted by reference.

2. COMPENSATION OF COUNTY

The City agrees to pay $540.00 for a four (4) hour mediation session. If four (4) hours is not enough time to reach a settlement of a said dispute, the mediation can be reset, at the City's discretion and if necessary, the Mediator's recommendation at the cost of $120.00 per hour.

3. RIGHTS AND OBLIGATIONS OF COUNTY

3.1 Separation of Authorities. The parties agree that County performs specialized services and that County enters into this Agreement with the City as an independent provider of services and not as an employee, agent, or representative of the City. County has no authority to make promises, representations or other extensions of credit that bind the City in any way. County is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of County's performance under this Agreement. County is not obligated to accept all requests for services, depending on circumstances with other work being performed for other clients.

3.2 County's Control of Work. All services to be provided by County shall be performed in accordance with the Scope of Services set forth in Exhibit "A. County shall furnish the qualified
personnel, materials, equipment and other items necessary to carry out the terms of this agreement. County shall be responsible for and in full control of the work of all such County personnel.

3.3 Reports to the City. Although County is responsible for control and supervision of work performed under this Agreement, the services provided shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports if requested by the City to be provided by County to the City and the right of the City, and the right of the City to audit County's records for compliance.

3.4 Compliance with All Laws. County shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and sent by certified or registered mail as follows:

To City: 
Barbara Goodrich  
City Manager  
City of Flagstaff  
211 W. Aspen  
Flagstaff, Arizona 86001

To County: 
Sidney Buckman  
Alternative Dispute Resolution Coordinator  
Coconino County  
200 N. San Francisco Street  
Flagstaff, Arizona 86001

5. INDEMNIFICATION.
"Each party shall be liable for its own actions and negligence and, to the extent permitted by law, Coconino County shall indemnify, defend and hold harmless City of Flagstaff against any actions, claims or damages arising out of Coconino County's negligence in connection with this Agreement, and City of Flagstaff shall indemnify, defend and hold harmless Coconino County against any actions, claims, or damages arising out of City of Flagstaff's negligence in connection with this Agreement. The foregoing indemnification shall not be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions."

6. INSURANCE

County shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by County, its agents, representatives, or employees. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect County from liabilities that may arise out of the performance of the work under this Agreement by County, its agents, representatives, or employees and County is free to purchase additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance: County shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form  
(Form CG 0001, ed. 10/93 or any replacement thereof)
2. **Automobile Liability** - Any Auto or Owned, Hired and Non-Owned Vehicles (Form CA 0001, ed. 12/93 or any replacement thereof.)
   - Combined Single Limit Per Accident: $1,000,000
   - for Bodily Injury and Property Damage

3. **Workers' Compensation and Employer's Liability** $1,000,000

### B. **SELF-INSURED RETENSIONS/DEDUCTIBLES:**
Any self-insured retentions and deductibles must be noted to the City. However, the Proposer shall be solely responsible for any self-insured and/or deductibles associated with the Proposer's insurance coverage.

### C. **OTHER INSURANCE REQUIREMENTS:**
The policies are to contain, or be endorsed to contain, the following provisions:

1. **Commercial General Liability and Automobile Liability Coverages:**
   a. The City of Flagstaff, its officers, officials, and employees are additional insureds with respect to liability arising out of: activities performed by, or on behalf of, the County; including the City's general supervision of the County; products and completed operations of the County; and automobiles owned, leased, hired or borrowed by the County.
   b. The County's insurance shall contain broad form contractual liability coverage.
   c. The County's insurance coverage shall be primary insurance with respect to the City, its officers, officials, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess to the coverage of the County's insurance and shall not contribute to it.
   d. The County's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. **Workers' Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the County for the City.

6.1 **Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the, required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then at least ten (10) days prior notice shall be given to the City. Such notice shall be sent directly to:

**Rick Compau, C.P.M., CPPO, CPPB**
**Purchasing Director**
**City of Flagstaff, Purchasing Division**
**211 W. Aspen Ave.**
**Flagstaff, Arizona 86001.**
6.2 **Acceptability of Insurers.** Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Arizona and with an "A.M. Best" rating of not less than A- VII, or receiving prior approval by the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect County from potential insurer insolvency.

6.3 **Verification of Coverage.** Prior to commencing work or services, County shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements shall be received and approved by the City before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of contract.

All certificates required by this Agreement shall be sent directly to Rick Compau, C.P.M., CPPC, CPPB, Purchasing Director, City of Flagstaff, Purchasing Division, 211 W. Aspen Ave., Flagstaff, AZ, 86001. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to request and receive within ten (10) days, complete, certified copies of all insurance policies required by this Agreement at any time. The City shall not be obligated, however, to review same or to advise County of any deficiencies in such policies and endorsements, and such receipt shall not relieve County from, or be deemed a waiver of the City's right to insist on, strict fulfillment of County's obligations under this Agreement.

6.5 **Approval.** Any modification or variation from the insurance requirements in this Agreement shall be made by the City Attorney's office, whose decision shall be final. Such action shall not require a formal amendment to this Agreement, but may be made by administrative action.

7. **DEFAULT AND TERMINATION**

7.1 **Events of Default Defined.** The following shall be Events of Default under this Agreement:

7.1.1 Any material misrepresentation made by County to the City;

7.1.2 Any failure by County to perform its obligations under this Agreement including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within County's reasonable control;
7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time;
7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the City;
7.1.2.4 Discontinuance of the work for reasons not beyond County's reasonable control;
7.1.2.5 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and
7.1.2.6 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.
7.2 Remedies.

7.2.1 Upon the occurrence of any Event of Default, the City may declare County in default under this Agreement. The City shall provide written notification of the Event of Default and any intention of the City to terminate this Agreement. Upon the giving of notice, the City may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;
7.2.1.4 The right to withhold all or any part of County's compensation under this Agreement; and
7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The City may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows County to continue to provide the Services despite the occurrence of one or more Events of Default, County shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the City be deemed to waive or relinquish any of its rights under this Agreement.

8. GENERAL PROVISIONS

8.1 Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

8.2 Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Arizona. County hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

8.3 Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

8.4 Severability. If any part of this Agreement is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.

8.5 Assignment. This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be assigned by either the City or County without prior written consent of the other.

8.6 Conflict of Interest. County covenants that County presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. County further covenants that in the performance of this Agreement, County shall not engage any employee or apprentice having any such interest. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.
8.7 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 that it has taken all actions necessary to authorize entering into this Agreement.

8.8 Integration. This Agreement represents the entire understanding of City and County as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.

8.9 Non-appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City or the County for payments or performance to be made under this Agreement, this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to County under this Agreement beyond these amounts appropriated and budgeted by the City to fund payments under this Agreement.

8.10 Mediation. If a dispute arises out of or relates to 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 before resorting to litigation or some other dispute resolution procedure. Mediation shall take place in Flagstaff, Arizona, shall be self-administered, and shall be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties shall not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision shall not constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

8.11 Waiver. No failure to enforce any condition or covenant of this Agreement by the City or County shall imply or constitute a waiver of the right of the City or County to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor shall any waiver by the City or County of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

9. DURATION

This Agreement shall become effective on and from the day and year executed by the parties, indicated below, and shall continue in force for an initial term of five years (5) year, unless sooner terminated as provided above. Upon Council approved monetary contributions and mutual written agreement between the City and County, this Agreement is effective subject to annual budget appropriation. The Purchasing Director of the City has authority to bind the City only for the purpose of renewing the term of this Agreement as described in this section.

SIGNATURE PAGE FOLLOWS
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the _____ day of ____________, 2019.

CITY OF FLAGSTAFF

BY: __________________________
Barbara Goodrich, City Manager

Attest: __________________________

Stacey Saltzburg
Approved as to form:

City Attorney

COCONINO COUNTY

BY: __________________________
James Jayne, County Manager

Attest: __________________________

Executive Assistant
Approved as to form:

Attorney
EXHIBIT A
SCOPE OF WORK

The Coconino County Alternative Dispute Resolution (ADR) program shall provide Mediation Services to the City for disputes regarding civil rights disputes.

The ADR program will provide a Mediator(s) to mediate disputes, arising out of possible civil rights violations and shall provide such services to all persons referred or brought in by the City.
The cost to the City will be $540 for a four (4) hour mediation session. If four (4) hours is not enough time to reach a settlement of a said dispute, the mediation can be reset at the City's discretion and if necessary, the Mediator's recommendation at the cost of $120.00 per hour.
Agenda Item Request

Coconino County - Board of Supervisors
Agenda Management 2.01

* Item Type: IGA
* Department: COURTS
* Contact Person: Marie Delgadillo

Select Meeting Date: 6/17/2014

Agenda Item Details

* Working Title: FY15 - Mediation Service IGA City of Flagstaff (5 year term)

* Agenda Title /Subject: Approve the Intergovernmental Agreement (IGA) for Mediation Services with the City of Flagstaff for disputes regarding civil rights violations with a five term (Fiscal Year 2015 through Fiscal Year 2020). Court

* Recommended Action: Approve

What is the total cost? 0

Is this request to add FTEs? No

If Yes: Number of FTE's

Include Details in the Staff Report

Is the expenditure budgeted? Yes

Budget Amendment Required? No

If Yes: Please include details in the Staff Report and attach Budget

What is the Primary Account Number? Full reimbursement from City of Flagstaff to #1578-22-48

Review Notes:

Submitter: MDELGADILLO Date Created: 5/27/114 ID: 20115

Agenda Item Approvals

Department Director: MARTIE DELGADILLO

County Manager: MIKE TOWNSEND

Purchasing: NOT REQUIRED

HR/Risk: MARGARET PENADO

County Attorney: WILLIAM RING

Budget: NOT REQUIRED

IT: 

http://edmsweb01/obweb/FormProc.ashx?readOnly=False
INTERGOVERNMENTAL AGREEMENT FOR 
COCONINO COUNTY ALTERNATIVE DISPUTE RESOLUTION PROGRAM 
MEDIATION SERVICES 

CITY OF FLAGSTAFF 
and 
COCONINO COUNTY 

This Intergovernmental Agreement for Mediation Services ("Agreement") is made by and between the City of Flagstaff ("City"), a municipal corporation with offices at 211 W. Aspen Avenue, Flagstaff, Coconino County, Arizona, and Coconino County, a political subdivision of the state of Arizona with an office at 200 N. San Francisco Street, Flagstaff, Arizona 86001 ("County"), effective as of the date written below.

RECITALS

A. The City desires to enter into this Agreement for the Coconino County for Alternative Dispute Resolution (ADR) programs to provide Mediation Services to the City for disputes regarding civil rights violations; and

B. County has available and offers to provide the personnel necessary to organize and provide said services in accordance with the Scope of Work, attached to this Agreement as Exhibit A;

C. The City and County attest that each has the authority to enter into this IGA by virtue of the authorities set forth in Arizona Revised Statutes §11-951, §11-952; and the Parties further attest that the scope and purpose of this agreement does not exceed the powers inherent to each Party by virtue of their organizational statutory authorities. Arizona Revised Statutes §11-954.

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, the City and County agree as follows:

1. SERVICES TO BE PERFORMED BY COUNTY
County agrees to provide the services, as set forth in detail in Exhibit “A” attached hereto and hereby incorporated as part of this Agreement and adopted by reference.

2. COMPENSATION OF COUNTY
The City agrees to pay $480.00 for a four (4) hour mediation session. If four (4) hours is not enough time to reach a settlement of a said dispute, the mediation can be reset, at the City’s discretion and if necessary, the Mediator’s recommendation at the cost of $120.00 per hour.

3. RIGHTS AND OBLIGATIONS OF COUNTY

3.1 Separation of Authorities. The parties agree that County performs specialized services and that County enters into this Agreement with the City as an independent provider of services and not as an employee, agent, or representative of the City. County has no authority to make promises, representations or other extensions of credit that bind the City in any way. County is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of County’s performance under this Agreement. County is not obligated to accept all requests for services, depending on circumstances with other work being performed for other clients.

3.2 County’s Control of Work. All services to be provided by County shall be performed in accordance with the Scope of Services set forth in Exhibit “A. County shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this agreement. County shall be
responsible for and in full control of the work of all such County personnel.

3.3 Reports to the City. Although County is responsible for control and supervision of work performed under this Agreement, the services provided shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports if requested by the City to be provided by County to the City and the right of the City, and the right of the City to audit County's records for compliance.

3.4 Compliance with All Laws. County shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and sent by certified or registered mail as follows:

To the City's Authorized Representative:  
Josh Copley  
Deputy City Manager  
City of Flagstaff  
211 W. Aspen  
Flagstaff, Arizona 86001

To County:  
Sidney Buckman  
Alternative Dispute Resolution Coordinator  
Coconino County  
200 N. San Francisco Street  
Flagstaff, Arizona 86001

5. INDEMNIFICATION

"Each party shall be liable for its own actions and negligence and, to the extent permitted by law, Coconino County shall indemnify, defend and hold harmless City of Flagstaff against any actions, claims or damages arising out of Coconino County's negligence in connection with this Agreement, and City of Flagstaff shall indemnify, defend and hold harmless Coconino County against any actions, claims, or damages arising out of City of Flagstaff's negligence in connection with this Agreement. The foregoing indemnification shall not be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions."

6. INSURANCE

County shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by County, its agents, representatives, or employees.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect County from liabilities that may arise out of the performance of the work under this Agreement by County, its agents, representatives, or employees and County is free to purchase additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. County shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form  
   (Form CG 0001, ed. 10/93 or any replacement thereof)

   General Aggregate $2,000,000
   Products/Completed Operations Aggregate $1,000,000
2. **Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles**
   (Form CA 0001, ed. 12/93 or any replacement thereof.)
   - Combined Single Limit Per Accident $1,000,000
   - for Bodily Injury and Property Damage

3. **Workers' Compensation and Employer's Liability** $1,000,000

**B. SELF-INSURED RETENTIONS/DEDUCTIBLES:** Any self-insured retentions and deductibles must be noted to the City. However, the Proposer shall be solely responsible for any self-insured and/or deductibles associated with the Proposer's insurance coverage.

**C. OTHER INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages:
   a. The City of Flagstaff, its officers, officials, and employees are additional insureds with respect to liability arising out of: activities performed by, or on behalf of, the County; including the City's general supervision of the County; products and completed operations of the County; and automobiles owned, leased, hired or borrowed by the County.
   b. The County's insurance shall contain broad form contractual liability coverage.
   c. The County's insurance coverage shall be primary insurance with respect to the City, its, officers, officials, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess to the coverage of the County's insurance and shall not contribute to it.
   d. The County's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the County for the City.

6.1 **Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then at least ten (10) days prior notice shall be given to the City. Such notice shall be sent directly to:

   Rick Compau, C.P.M., CPPO, CPPB
   Purchasing Director
   City of Flagstaff, Purchasing Division
   211 W. Aspen Ave.
   Flagstaff, Arizona 86001
6.2 **Acceptability of Insurers.** Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Arizona and with an "A.M. Best" rating of not less than A- VII, or receiving prior approval by the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect County from potential insurer insolvency.

6.3 **Verification of Coverage.** Prior to commencing work or services, County shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements shall be received and approved by the City before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of contract.

All certificates required by this Agreement shall be sent directly to Rick Compau, C.P.M., CPPO, CPPB, Purchasing Director, City of Flagstaff, Purchasing Division, 211 W. Aspen Ave., Flagstaff, AZ, 86001. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to request and receive within ten (10) days, complete, certified copies of all insurance policies required by this Agreement at any time. The City shall not be obligated, however, to review same or to advise County of any deficiencies in such policies and endorsements, and such receipt shall not relieve County from, or be deemed a waiver of the City's right to insist on, strict fulfillment of County's obligations under this Agreement.

6.5 **Approval.** Any modification or variation from the insurance requirements in this Agreement shall be made by the City Attorney's office, whose decision shall be final. Such action shall not require a formal amendment to this Agreement, but may be made by administrative action.

7. **DEFAULT AND TERMINATION**

7.1 **Events of Default Defined.** The following shall be Events of Default under this Agreement:

7.1.1 Any material misrepresentation made by County to the City;

7.1.2 Any failure by County to perform its obligations under this Agreement including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within County's reasonable control;

7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time;

7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the City;

7.1.2.4 Discontinuance of the work for reasons not beyond County's reasonable control;

7.1.2.5 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and

7.1.2.6 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

7.2 **Remedies.**
7.2.1 Upon the occurrence of any Event of Default, the City may declare County in default under this Agreement. The City shall provide written notification of the Event of Default and any intention of the City to terminate this Agreement. Upon the giving of notice, the City may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;

7.2.1.4 The right to withhold all or any part of County’s compensation under this Agreement;

and

7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The City may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows County to continue to provide the Services despite the occurrence of one or more Events of Default, County shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the City be deemed to waive or relinquish any of its rights under this Agreement.

8. GENERAL PROVISIONS

8.1 Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

8.2 Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Arizona. County hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

8.3 Attorney’s Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

8.4 Severability. If any part of this Agreement is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.

8.5 Assignment. This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be assigned by either the City or County without prior written consent of the other.

8.6 Conflict of Interest. County covenants that County presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. County further covenants that in the performance of this Agreement, County shall not engage any employee or apprentice having any such interest. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

8.7 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 that it has taken all actions necessary to authorize entering into this Agreement.

8.8 Integration. This Agreement represents the entire understanding of City and County as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or
effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.

8.9 **Non-appropriation.** In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City or the County for payments or performance to be made under this Agreement, this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to County under this Agreement beyond these amounts appropriated and budgeted by the City to fund payments under this Agreement.

8.10 **Mediation.** If a dispute arises out of or relates to 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 before resorting to litigation or some other dispute resolution procedure. Mediation shall take place in Flagstaff, Arizona, shall be self-administered, and shall be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties shall not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision shall not constitute a waiver of the parties’ right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

8.11 **Waiver.** No failure to enforce any condition or covenant of this Agreement by the City or County shall imply or constitute a waiver of the right of the City or County to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor shall any waiver by the City or County of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

9. **DURATION**

This Agreement shall become effective on and from the day and year executed by the parties, indicated below, and shall continue in force for an initial term of five years (5) year, unless sooner terminated as provided above. Upon Council approved monetary contributions and mutual written agreement between the City and County, this Agreement is effective subject to annual budget appropriation. The Purchasing Director of the City has authority to bind the City only for the purpose of renewing the term of this Agreement as described in this section.

City of Flagstaff

Mr. Gerald Nabours, Mayor
City of Flagstaff

Attest:

City Clerk

County

Matt Ryan, Chairman
Coconino County Board of Supervisors

Attest:

Clerk of Board
Approved as to form:

[Signature]
City Attorney

Approved as to form:

[Signature]
Deputy County Attorney
EXHIBIT A
SCOPE OF WORK

The Coconino County Alternative Dispute Resolution (ADR) program shall provide Mediation Services to the City for disputes regarding civil rights disputes.

The ADR program will provide a Mediator(s) to mediate disputes, arising out of possible civil rights violations and shall provide such services to all persons referred or brought in by the City.

The cost to the City will be $480 for a four (4) hour mediation session. If four (4) hours is not enough time to reach a settlement of a said dispute, the mediation can be reset at the City's discretion and if necessary, the Mediator's recommendation at the cost of $120.00 per hour.
### CERTIFICATE OF LIABILITY INSURANCE

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

#### PRODUCER
Willis of Arizona, Inc.
O/c 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

#### INSURED
Coconino County
420 N. San Francisco St.
Flagstaff, AZ 86001

---

#### COVERAGE

<table>
<thead>
<tr>
<th>INSURER(S) AFFORDING COVERAGE</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSURER A: Atlantic Specialty Insurance Company</td>
<td>27154</td>
</tr>
</tbody>
</table>

#### REVISION NUMBER:

**CERTIFICATE NUMBER: W372108**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

<table>
<thead>
<tr>
<th>LTN</th>
<th>TYPE OF INSURANCE</th>
<th>ADD'L SUB'SUR</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECT (M/M/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Commercial General Liability</td>
<td>CLAIMS-MADE</td>
<td>791-00-04-51-0002</td>
<td>07/01/2011 to 07/01/2014</td>
<td>Each Occurrence $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>OCCUR</td>
<td></td>
<td></td>
<td>Damage to Rented Property (Per occurrence) $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Med Exp (Any one person)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Personal &amp; Adv Injury $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>General Aggregate $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Products - Comp/Op Agg $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Aggregate</td>
</tr>
</tbody>
</table>

#### CERTIFICATE HOLDER

Yavapai County RTC
2830 N. Commonwealth Dr., Suite 105
Camp Verde, AZ 86322

---

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Re: For IGA between Yavapai County and Coconino County for Restoration of Competency Services provided by Yavapai County to Coconino County Inmates.

**CERTIFICATE HOLDER**

Yavapai County RTC
2830 N. Commonwealth Dr., Suite 105
Camp Verde, AZ 86322

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

___

© 1988-2010 ACORD CORPORATION. All rights reserved.
# Certificate of Liability Insurance

**This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.**

**Important:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## Producer

Willie of Arizona, Inc.  
c/o 20 Century Blvd.  
P.O. Box 305191  
Nashville, TN 37230-5191

## Insured

Coconino County  
219 E. Cherry Street  
Flagstaff, AZ 86001

## Coverages

### Certificates Number:

<table>
<thead>
<tr>
<th>LETTER</th>
<th>TYPE OF INSURANCE</th>
<th>ADDITIONAL INSURED</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECT</th>
<th>POLICY EXPIRY</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td></td>
<td>791-00-04-51-0002</td>
<td>7/1/2013</td>
<td>7/1/2014</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td>CLAIMS-MADE</td>
<td>X</td>
<td>OCCUR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>SIR: 125,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>GENL AGGREGATE LIMIT APPLIES PER:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>POLICY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PROJECT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>LOC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Automobile Liability

<table>
<thead>
<tr>
<th>LETTER</th>
<th>TYPE OF INSURANCE</th>
<th>ADDITIONAL INSURED</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECT</th>
<th>POLICY EXPIRY</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>ANY AUTO</td>
<td></td>
<td>791-00-04-51-0002</td>
<td>7/1/2013</td>
<td>7/1/2014</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td>ALL OWNED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>NON-OWNED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HIRED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SCHEDULED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>SIR: 125,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>UMBRELLA LIABILITY</td>
<td></td>
<td>791-00-04-51-0002</td>
<td>7/1/2013</td>
<td>7/1/2014</td>
<td>$10,000,000</td>
</tr>
<tr>
<td></td>
<td>OCCUR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CLAIMS-MADE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>DEP</td>
<td>X</td>
<td>RETENTION$</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Workers Compensation and Employers' Liability**

<table>
<thead>
<tr>
<th>LETTER</th>
<th>WORKS COMPENSATION</th>
<th>AND EMPLOYERS' LIABILITY</th>
<th>ANY PROPRIETOR/Partner/Executive OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</th>
<th>N/A</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>IF YES, DESCRIBE UNDER DESCRIPTION OF OPERATIONS BELOW</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Description of Operations / Locations / Vehicles**

Re: Use of Premises

## Certificate of Liability Insurance

**Cancellation**

<table>
<thead>
<tr>
<th>LETTER</th>
<th>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</th>
</tr>
</thead>
</table>

**Authorized Representative**

City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 80008-6001  

© 1988-2010 ACORD CORPORATION. All rights reserved.
**CERTIFICATE OF LIABILITY INSURANCE**

**This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.**

***Important: If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).***

**Producers**

Aon Risk Insurance Services West, Inc.
Albuquerque NM Office
6501 Americas Parkway NE
Suite 650
Albuquerque, NM 87110 USA

**Contact**

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(505) 889-6700</td>
<td>(505) 884-7831</td>
</tr>
</tbody>
</table>

**Insured**

City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001 USA

**Insurer(s) Affording Coverage**

<table>
<thead>
<tr>
<th>Insurer</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Travelers Indemnity Co.</td>
<td>25658</td>
</tr>
<tr>
<td>B Travelers Property Cas Co of America</td>
<td>25674</td>
</tr>
</tbody>
</table>

**COVERAGES**

**Certificate Number: 570078050461**

**Limits shown are as requested**

<table>
<thead>
<tr>
<th>Risk LTR</th>
<th>Type of Insurance</th>
<th>Additional Insured WVD</th>
<th>Policy Number</th>
<th>Policy Eff (MM/DD/YYYY)</th>
<th>Policy Exp (MM/DD/YYYY)</th>
<th>Limits</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Commercial General Liability</td>
<td>X</td>
<td>ZLF-Z1N94611</td>
<td>07/01/2019</td>
<td>07/01/2020</td>
<td>SIR applies per policy terms &amp; conditions</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>Commercial General Liability</td>
<td>X</td>
<td>inic-Made</td>
<td>X OCCUR</td>
<td>EACH OCCURRENCE</td>
<td>$1,000,000</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Commercial General Liability</td>
<td>X</td>
<td>inic-Made</td>
<td>X OCCUR</td>
<td>EACH OCCURRENCE</td>
<td>$1,000,000</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Automobile Liability</td>
<td>X</td>
<td>810-2C413292</td>
<td>07/01/2019</td>
<td>07/01/2020</td>
<td>COMBINED SINGLE LIMIT</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>B</td>
<td>Umbrella Liability</td>
<td>X</td>
<td>ZUP-51M82880</td>
<td>07/01/2019</td>
<td>07/01/2019</td>
<td>EACH OCCURRENCE</td>
<td>$20,000,000</td>
</tr>
</tbody>
</table>

**Description of Operations / Locations / Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**Certificate Holder**

Aon Risk Insurance Services West, Inc.

Coconino County
210 E. Cherry Street
Flagstaff, AZ 86001 USA

**CANCELLATION**

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

**Authorized Representative**

Aon Risk Insurance Services West, Inc.
DATE: September 19, 2019

TO: Honorable Chair and Members of the Board

FROM: Sharon Yates, Coconino County Court Administration

SUBJECT: Consideration and possible action regarding approval of the Intergovernmental Agreement (IGA) between the Town of Fredonia and Coconino County for court services, and approval of the Budget Amendment totaling $27,734.90 with an annual 3% increase, and a Regular Part-Time (.50 FTE) Administrative Specialist I.

RECOMMENDED MOTION:

Consideration and possible action regarding approval of the Intergovernmental Agreement (IGA) between the Town of Fredonia and Coconino County for court services, and approval of the Budget Amendment totaling $27,734.90 with an annual 3% increase, and a Regular Part-Time (.50 FTE) Administrative Specialist I.

BACKGROUND:

The IGA stipulates that the County will employ and supervise all non-judicial personnel necessary for the efficient operation of the Courts (Fredonia Justice and Fredonia Municipal Courts). The staff will provide court services (preside over, adjudicate or dispose of all citations filed within the Fredonia Municipal Court and Fredonia Justice Court). This will provide consistent customer service to our community.

The Court has been working with the Town of Fredonia over the last year on the consolidation of court staffing of the Justice and Municipal court. This partnership has been discussed with County management and the Board of Supervisors during our FY20 budget meetings.

The IGA stipulates that the Town shall pay the County an annual fee of $27,734.90 for fiscal year 2020 (July 1, 2019-June 30, 2020) and the annual fee shall increase by 3% each year thereafter. This annual fee includes an additional part-time position (.50 salary and ERE), office supplies, AOC Computer leasing fee (ACAP) travel expenses and other operational expenses related to this IGA and any additional indirect costs.
The term of the intergovernmental agreement (IGA) is from the date this agreement is signed until terminated by either party but cannot extend past ten (10) years from the effective date, in accordance with A.R.S. §11-952(J). This Agreement will be re-negotiated when the volume of cases filed in the Fredonia Municipal Court exceeds one-thousand. The total number of cases filed in FY18 was 266.

**ALTERNATIVES:**

If the Board of Supervisors does not approve the IGA between the Town of Fredonia and Coconino County, the Fredonia Justice Court staff cannot handle any Municipal Court matters. The Town of Fredonia will need to arrange for coverage of the Fredonia Municipal Court.

**FISCAL IMPACT:**

For Fiscal Year 2020 and subsequent years, the Courts request an increase of the appropriations in the General Fund for the following items (the below total amount will be paid for by the Town of Fredonia per the IGA):

<table>
<thead>
<tr>
<th>Account Code Object Code</th>
<th>FY20 Initial Base Budget</th>
<th>FY20 BA</th>
<th>FY20 Revised Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001.38.3802.0000.0000.610 502001</td>
<td>$ 3,450.00</td>
<td>$ 1,500.00</td>
<td>$ 4,950.00</td>
</tr>
<tr>
<td>1001.38.3802.0000.0000.610 505998</td>
<td>$ -</td>
<td>$ 1,601.90</td>
<td>$ 1,601.90</td>
</tr>
<tr>
<td>1001.38.3802.0000.0000.610 707001</td>
<td>$ 930.00</td>
<td>$ 200.00</td>
<td>$ 1,130.00</td>
</tr>
<tr>
<td>1001.38.3802.0000.0000.610 707005</td>
<td>$ 610.00</td>
<td>$ 400.00</td>
<td>$ 1,010.00</td>
</tr>
<tr>
<td>1001.38.3802.0000.0000.610 707006</td>
<td>$ 310.00</td>
<td>$ 400.00</td>
<td>$ 710.00</td>
</tr>
<tr>
<td>1001.38.3802.0000.0000.610 401001</td>
<td>$121,145.00</td>
<td>$ 16,982.00</td>
<td>$138,127.00</td>
</tr>
<tr>
<td>1001.38.3802.0000.0000.610 451001</td>
<td>$ 1,800.00</td>
<td>$ 246.00</td>
<td>$ 2,046.00</td>
</tr>
<tr>
<td>1001.38.3802.0000.0000.610 451002</td>
<td>$ 7,665.00</td>
<td>$ 1,053.00</td>
<td>$ 8,718.00</td>
</tr>
<tr>
<td>1001.38.3802.0000.0000.610 451030</td>
<td>$ 8,341.00</td>
<td>$ 2,056.00</td>
<td>$10,397.00</td>
</tr>
<tr>
<td>1001.38.3802.0000.0000.610 451040</td>
<td>$ 203.00</td>
<td>$ 12.00</td>
<td>$ 215.00</td>
</tr>
<tr>
<td>1001.38.3802.0000.0000.610 451042</td>
<td>$ 255.00</td>
<td>$ 34.00</td>
<td>$ 289.00</td>
</tr>
<tr>
<td>1001.22.2201.0000.0000.618 501017</td>
<td>$114,640.00</td>
<td>$ 750.00</td>
<td>$115,390.00</td>
</tr>
<tr>
<td>1001.02.0206.0000.0000.607 504001</td>
<td>$ 56,240.00</td>
<td>$ 2,500.00</td>
<td>$ 58,740.00</td>
</tr>
</tbody>
</table>

**ATTACHMENTS:**

1. Staff Report
2. IGA
3. ADDENDUM A
4. BUDGET ADJUSTMENT
THIS INTERGOVERNMENTAL AGREEMENT is entered into this ___ day of ______________, 2019 by and between Coconino County, a political subdivision of the State of Arizona (hereinafter “County”) and the Town of Fredonia, an incorporated town in the State of Arizona (hereinafter “City”).

WHEREAS, the County owns, operates, and staffs the Fredonia Justice Court facility located in Fredonia, Arizona and is authorized to enter into intergovernmental agreements pursuant to A.R.S. 11-951 et seq.;

WHEREAS, the City operates a Municipal Court which said City would otherwise staff to serve the residents of the City; and City is authorized to enter into intergovernmental agreement pursuant to A.R.S. 11-951 et seq.;

WHEREAS, it is the intent and desire of the parties hereto to provide for consolidated staffing of the Fredonia Justice and Fredonia Magistrate Courts to the greatest extent possible under the laws of the State of Arizona;

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the parties agree as follows:

1. Term.

A. The term of the Agreement shall be from the date of the last signature hereto until terminated by either party hereto pursuant to the provisions hereof; but in no event can the agreement extend past ten (10) years from the effective date, in accordance with A.R.S. §11-952(J).

B. In recognition of and deference to the budgeting needs and obligations of the parties hereto, any party wishing to terminate the provisions of this Agreement shall provide written notice to the other not later than the first day of February of the calendar year in which such termination shall take effect. No such termination shall take effect until the first day of July following the provision of such notice.

C. Notwithstanding the above, when the volume of cases filed in the Fredonia City Court exceeds one-thousand (1,000) per year, the parties shall enter into negotiations for an amendment to this Intergovernmental Agreement on mutually acceptable terms.
2. Funding.

A. The City shall pay to the County the annual fee of $27,734.90 for fiscal year 2020 (July 1, 2019-June 30, 2020) and the annual fee shall increase by 3% each year thereafter. See Addendum A for the cost calculations.

B. Payments are to be made quarterly in amounts equal to twenty-five percent of the total cost for the fiscal year in advance rather than in arrears. Quarterly payments are due on July 1st, October 1st, January 1st and March 1st of each fiscal year or on the 1st of the month following the date when this Agreement is executed by both parties and then each subsequent Addendum is signed, retroactive to July 1st. The County will not send an invoice to the Town of Fredonia for the cost of services. It is the City’s responsibility to ensure prompt payment.

C. Any single office supply or item of equipment costing more than $1,000 shall be discussed among the County and the City and paid for outside of this Agreement.

3. County to Provide Staffing to Both Courts

A. County shall employ and supervise all non-judicial personnel of the Courts (Fredonia Justice and Fredonia City Courts) as direct employees of the County. All non-judicial personnel (including bailiff staff) shall be employed by the County and shall be supervised by the County to the extent applicable by Arizona law including but not limited to separation of powers issues.

B. All non-judicial personnel shall follow the Judicial Personnel Rules of Coconino County.

C. County shall have exclusive authority for selection of all personnel working in or for the Court, but shall take into account any and all reasonable concerns of the City regarding which County staff will handle Municipal Court matters.

D. Review of Staff. If City provides County with a written notice of performance deficiencies or inappropriate conduct regarding a County employee handling Municipal Court matters, including specific details describing the employee’s performance or conduct at issue, County and City shall cooperate to review and address the deficiencies regarding the same within a time frame mutually agreed upon by the parties. Such employee’s performance and conduct will be reviewed and addressed in accordance with applicable County and Judicial policies. At all times, discipline of County employees will remain exclusively within the authority of the County.

4. The Courts to Retain Separate Identities

A. Notwithstanding the provisions of this Agreement, each Court shall, at all times, retain its separate, legal identity. The cases filed in each Court shall be separately docketed
and the revenue of each such Court, whether in the form of filing fees, fines or any other sources shall be separately accounted for and credited. The revenues of the Municipal Court shall be City revenues; the revenues of the Justice Court shall be County revenues.

B. The parties hereto specifically acknowledge and recite that it is not their intent pursuant to this Agreement to create a single court from the Fredonia Justice and Fredonia Municipal Courts, but to provide for administratively consolidated court operations.

5. Special Obligations

A. Town of Fredonia

1. The City will provide the County Court staff with a copy of the City’s court policies and procedures including all fees approved by the City of Fredonia.

2. The City will provide the County’s Court staff access to City case records, both hard files and through the case automation database.

3. The City will retain a separate budget for the Fredonia Municipal Court for all other expenses not listed herein for the operation of the Court.

4. The City will provide the County Court staff access to any accounts deemed necessary for the operation of the Fredonia Municipal Court.

B. Court Staff - Coconino County

1. County Court staff will provide court services to customers of the Fredonia Municipal Court Monday through Friday, 8 a.m. – 5 p.m., except for Court Holidays and during the noon hour.

2. The County Court staff shall follow Fredonia Municipal Court’s policies and procedures when assisting customers of the Fredonia Municipal Court.

C. Coconino County

1. This Agreement does not include Prosecutorial Services.

2. This Agreement does not include Indigent Defense Services.

3. In the event that temporary judicial services are needed during the absence of the City Magistrate, the County shall provide the services of a judge pro tem. Any such services provided will be billed directly to the City on a biannual schedule, in addition to the other costs outlined in this agreement, based on usage of pro tem services during the billing period. The hourly wage for such services rendered shall
be the same as that of a Justice of the Peace pro tem under the then-current pay scale. The judge pro tem shall be duly authorized by the Coconino County Superior Court and employed by the County. Any pro tem that satisfies the above requirements shall be considered as acting with the authority of the Fredonia Municipal Court as a City Magistrate.

6. Insurance.

The Town of Fredonia and the County (for itself and the Justice Court) shall each maintain in force and effect Commercial General Liability occurrence version in an amount not less than One Million Dollars ($1,000,000) per occurrence/Two Million Dollars ($2,000,000) aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, and products and completed operations and shall include the following:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Fire Legal Liability</td>
<td>$50,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

7. Mutual Indemnification.

Except as provided below and to the extent permitted by law, each party to this Agreement (as “Indemnitor”) agrees, to defend, indemnify, and hold harmless the other parties, and such party’s officers, officials, employees, agents, and directors (collectively, “Indemnitees”) from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, reasonable attorney fees and costs of defense and appellate appeal) herein referred to as “Claims”, which may be imposed upon, incurred by or asserted against the Indemnitees, attributable (directly or indirectly) to, or arising in any manner by reason of, the negligence, acts, errors, or omissions of any agent, officer, servant, or employee of the Indemnitor, or anyone for whom the Indemnitor may be legally liable, in the performance of this Agreement. Notwithstanding the mutual indemnification provisions above, and subject to the following sentence, the City agrees to defend, indemnify, and hold harmless Coconino County, the Coconino County Sheriff, and their officers, employees, agents and directors (“Indemnitees”), when any County officer, employee, agent or director is acting in the capacity of an agent of the City when enforcing City ordinances. The City’s indemnification under this paragraph shall only apply to Claims which may be imposed upon, incurred by or asserted against the Indemnitees, attributable (directly or indirectly) to, or arising in any manner by reason of, the negligence, acts, errors, or omissions of any agent, officer, servant, or employee of the City, or anyone for whom the City may be legally liable, in the performance of this Agreement.


All notices or demands required to be given pursuant to this Agreement shall be given to the other parties in writing, delivered by hand or U.S. Mail, at the address given below.
Notices shall be deemed received on the date delivered, if delivered by hand, and on the date of mailing if mailed.

Coconino County:  
County Manager  
Coconino County  
219 E. Cherry Ave  
Flagstaff AZ 86001

Fredonia Justice Court:  
Judge Serena Cutchen  
Fredonia Justice Court  
112 N. Main Street/P.O. Box 559  
Fredonia AZ 86022

Town of Fredonia:  
Town Manager  
23 N. Main Street  
Fredonia, AZ 86022

9. Cancellation for Conflict of Interest.

Pursuant to the provisions of A.R.S.§38-511, a party may cancel any contract or agreement, without penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the party is, at any time while the contract or any extension thereof is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.


The parties shall comply with the provisions of Arizona Executive Order 2009-09, which is incorporated into this Agreement by reference as if fully set forth herein.


Pursuant to A.R.S. § 23-1022E, employees of each of the parties are deemed to be employees of the public agencies who are parties to this Agreement for purposes of workers’ compensation. A notice to this effect, as required by A.R.S. §23-1022E, shall be posted by each of the parties in their principal office or human resource office.


This Agreement may be modified or amended only by mutual written consent of the parties, with approval by the City Council and the County Board of Supervisors, and their respective legal counsel. Notwithstanding the foregoing, the Parties agree that this Intergovernmental Agreement shall be implemented annually through the consideration and adoption of an annual Addendum that specifies the scope and cost and details for delivery of services for the following fiscal year. Adoption of one or more Addenda does not accomplish an amendment of this Agreement except to the limited extent specified in the Addenda. It is not the intent of
the Parties to utilize the Addendum process to otherwise amend the material terms and conditions of this Agreement. All terms not specifically amended by an Addendum remain in full force and effect for the duration of this Agreement.

13. Entire Agreement.

This Agreement constitutes the entire agreement of the parties. This Agreement terminates and supersedes all prior understandings, agreements, and administrative orders of the Fredonia Justice Court on the subject matter hereof.


   A. Under the provisions of A.R.S. § 41-4401, each party hereby warrants to the other that the each party and all of its subcontractors (if any) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulation that relate to their employees and A.R.S. § 23-214 (A) (hereinafter “Contractor Immigration Warranty”).

   B. A Breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the breaching party to penalties up to and including termination of this Agreement at the sole discretion of the non-breaching party.

   C. Each party retains the legal right to inspect the papers of any contractor or subcontractor employee of the other party who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. Each party agrees to assist the other party in regard to any such inspections.

   D. Each party may, at its sole discretion, conduct random verification of the employment records of the other party and any of its subcontractors to ensure compliance with Contractor’s Immigration Warranty. Each party agrees to assist the other party in regard to any random verifications performed.

   E. A party will not be considered in material breach of this Agreement or the Contractor Immigration Warranty if the party establishes that it has complied with the employment verification provision prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

   F. The foregoing provisions of subparagraphs A-E of this article must be included in any contract that a party enters into with any and all its subcontractors who provide service under this Agreement or any subcontract.

IN WITNESS WHEREOF, the governing bodies of the Town of Fredonia and Coconino County, and the Fredonia Justice of the Peace have approved and executed this Intergovernmental Agreement as of the day and year first above written.
**COCONINO COUNTY:**

By: ____________________________
Lena Fowler, Chairwoman
Coconino County Board of Supervisors

Attest: __________________________
Clerk of the Board

Approved as to form and found to be within the power and authority of each respective governing body by its undersigned legal counsel:

______________________________
Deputy County Attorney
Attorney for Coconino County and
Fredonia Justice of the Peace

______________________________
City Attorney

**Town of Fredonia:**

By: ____________________________
Kimley Purvis, Mayor
Town of Fredonia

Attest: __________________________
City Clerk

Approved as to form and substance:

______________________________
Dan Slayton, Presiding Judge
Superior Court in Coconino County

______________________________
Serena Cutchen
Justice of the Peace
Fredonia Justice Court
**ADDENDUM A**

The cost calculation for the annual amount in the IGA was determined and based upon the following:

<table>
<thead>
<tr>
<th>Staffing</th>
<th>Base Salary</th>
<th>EREs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admin Spec I.</td>
<td>$16,567.20</td>
<td>19.89%</td>
<td>$19,862.42</td>
</tr>
<tr>
<td>(20 hours per week)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Office Supplies                                          $1,500.00  
Computer & Printer                                      $750.00   
Travel                                                   $1,000.00  

Subtotal                                                 $23,112.42  
Indirect Costs                                           20.00%   

Grand Total                                              $27,734.90  

Facility Costs (est. Annual)                             $0.00   

**GRAND TOTAL**                                          $27,734.90  

<table>
<thead>
<tr>
<th>Year</th>
<th>Percentage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY21</td>
<td>3%</td>
<td>$28,566.95</td>
</tr>
<tr>
<td>FY22</td>
<td>3%</td>
<td>$29,423.96</td>
</tr>
<tr>
<td>FY23</td>
<td>3%</td>
<td>$30,306.68</td>
</tr>
<tr>
<td>Dept</td>
<td>Account Code</td>
<td>Object Code</td>
</tr>
<tr>
<td>-------------</td>
<td>--------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Fred JC</td>
<td>1001.38.3802.0000.0000.610</td>
<td>502001</td>
</tr>
<tr>
<td>Fred JC</td>
<td>1001.38.3802.0000.0000.610</td>
<td>505998</td>
</tr>
<tr>
<td>Fred JC</td>
<td>1001.38.3802.0000.0000.610</td>
<td>707001</td>
</tr>
<tr>
<td>Fred JC</td>
<td>1001.38.3802.0000.0000.610</td>
<td>707005</td>
</tr>
<tr>
<td>Fred JC</td>
<td>1001.38.3802.0000.0000.610</td>
<td>707006</td>
</tr>
<tr>
<td>Fred JC</td>
<td>1001.38.3802.0000.0000.610</td>
<td>401001</td>
</tr>
<tr>
<td>Fred JC</td>
<td>1001.38.3802.0000.0000.610</td>
<td>451001</td>
</tr>
<tr>
<td>Fred JC</td>
<td>1001.38.3802.0000.0000.610</td>
<td>451002</td>
</tr>
<tr>
<td>Fred JC</td>
<td>1001.38.3802.0000.0000.610</td>
<td>451030</td>
</tr>
<tr>
<td>Fred JC</td>
<td>1001.38.3802.0000.0000.610</td>
<td>451040</td>
</tr>
<tr>
<td>Fred JC</td>
<td>1001.38.3802.0000.0000.610</td>
<td>451042</td>
</tr>
<tr>
<td>Superior Crt</td>
<td>1001.22.2201.0000.0000.618</td>
<td>501017</td>
</tr>
<tr>
<td>Facilities</td>
<td>1001.02.0206.0000.0000.607</td>
<td>504001</td>
</tr>
<tr>
<td>FY20 Initial Base Budget</td>
<td>FY20 BA</td>
<td>FY20 Revised Budget</td>
</tr>
<tr>
<td>-------------------------</td>
<td>---------</td>
<td>---------------------</td>
</tr>
<tr>
<td>$ 3,450.00</td>
<td>$ 1,500.00</td>
<td>$ 4,950.00</td>
</tr>
<tr>
<td>$ 930.00</td>
<td>$ 200.00</td>
<td>$ 1,130.00</td>
</tr>
<tr>
<td>$ 610.00</td>
<td>$ 400.00</td>
<td>$ 1,010.00</td>
</tr>
<tr>
<td>$ 310.00</td>
<td>$ 400.00</td>
<td>$ 710.00</td>
</tr>
<tr>
<td>$ 121,145.00</td>
<td>$ 16,982.00</td>
<td>$ 138,127.00</td>
</tr>
<tr>
<td>$ 1,800.00</td>
<td>$ 246.00</td>
<td>$ 2,046.00</td>
</tr>
<tr>
<td>$ 7,665.00</td>
<td>$ 1,053.00</td>
<td>$ 8,718.00</td>
</tr>
<tr>
<td>$ 8,341.00</td>
<td>$ 2,056.00</td>
<td>$ 10,397.00</td>
</tr>
<tr>
<td>$ 203.00</td>
<td>$ 12.00</td>
<td>$ 215.00</td>
</tr>
<tr>
<td>$ 255.00</td>
<td>$ 34.00</td>
<td>$ 289.00</td>
</tr>
<tr>
<td>$ 114,640.00</td>
<td>$ 750.00</td>
<td>$ 115,390.00</td>
</tr>
<tr>
<td>$ 56,240.00</td>
<td>$ 2,500.00</td>
<td>$ 58,740.00</td>
</tr>
</tbody>
</table>
DATE: September 19, 2019

TO: Honorable Chair and Members of the Board

FROM: Patty Hansen, Coconino County Recorder

SUBJECT: Consideration and possible action regarding approval of Resolution 2019-36, establishing, adjusting and defining precinct boundaries in the County for the 2020 elections.

RECOMMENDED MOTION:

Approve Resolution 2019-36, establishing, adjusting and defining precinct boundaries in the County for the 2020 elections.

BACKGROUND:

A.R.S. 16-411 requires the Board of Supervisors, on or before October 1 of each year preceding the year of a general election, to establish a convenient number of election precincts in the county and define the boundaries of the precincts. The City of Flagstaff has annexed a few small areas during the past couple of years so some precinct lines need to adjusted to make the administration of elections easier. None of the areas contain any population or registered voters. One area adjustment will change the district boundary between Board of Supervisor Districts 1 and 3. A.R.S. 11-212 allows the Board to adjust district boundaries between each U.S. decennial census. The rest of the precinct adjustments do not have any effect on district boundaries such as Board of Supervisor districts.

ALTERNATIVES:

None

FISCAL IMPACT:

None
A.R.S. 16-411 requires the Board of Supervisors, on or before October 1 of each year preceding the year of a general election, to establish a convenient number election precincts in the county and define the boundaries of the precincts. The City of Flagstaff has annexed several small areas in the past couple of years so some precinct lines need to be adjusted to make the administration of elections easier and.

Staff recommends that the Board of Supervisors establish the same number of precincts with the same boundaries that were originally established in 2011, with a few minor boundary adjustments for all elections to be held in 2020. The recommended boundary adjustments are described below and shown on the three accompanying maps.

One adjustment will change the district boundary between Board of Supervisor Districts 1 and 3. A.R.S. 11-212 allows the Board to adjust district boundaries between each U.S. decennial census.

**Descriptions of the recommended boundary adjustments**

Areas 1, 2 & 3 – Moves small areas that are currently part of Ranches 84 Precinct and makes them part of Flagstaff 6 Precinct. See map titled “Voting Precinct Boundary Updates: Areas 1-5”.

- Total Registered Voters Effected = 0
- Total Census Population Effected = 0
- County Supervisor District Boundary Change – None

Area 4 – Moves a small area from Ranches 84 Precinct and makes it part of Flagstaff 21 Precinct. See map titled “Voting Precinct Boundary Updates: Areas 1-5”.

- Total Registered Voters Effected = 0
- Total Census Population Effected = 0
- County Supervisor District Boundary Change – This area will be moved from Supervisor District #3 and added to Supervisor District #1.

Area 5 – This area should not have been included in Flagstaff 6 Precinct because it is outside of the Flagstaff city limit boundary. This corrects an error that was made in 2011 when the current precinct lines were established after redistricting. See map titled “Voting Precinct Boundary Updates: Areas 1-5”.

- Total Registered Voters Effected = 0
- Total Census Population Effected = 0
- County Supervisor District Boundary Change – None

Area 6 – Moves a small area that is currently part of Ranches 84 Precinct and makes it part of Flagstaff 6 Precinct. See map titled “Voting Precinct Boundary Updates: Area 6”

- Total Registered Voters Effected = 0
- Total Census Population Effected = 0
- County Supervisor District Boundary Change – None

Area 7 – Moves a small area that is currently part of Fort Valley East 55 Precinct and makes it part of Flagstaff 5 Precinct. See map titled “Voting Precinct Boundary Updates: Area 7”

- Total Registered Voters Effected = 0
- Total Census Population Effected = 0
• County Supervisor District Boundary Change – None
RESOLUTION 2019-36

A RESOLUTION OF THE BOARD OF SUPERVISORS OF COCONINO COUNTY, ARIZONA ESTABLISHING THE NUMBER OF ELECTION PRECINCTS IN THE COUNTY AND DEFINING THE BOUNDARIES OF SAID PRECINCTS

WHEREAS, pursuant to A.R.S. § 16-411, the Board of Supervisors, on or before October 1, of each year preceding the year of a general election shall establish a convenient number of election precincts in the County and define the boundaries of said precincts; and

WHEREAS, the precinct map for the entire County is attached as Exhibit A and incorporated herein;

WHEREAS, County Elections staff recommend the establishment of the same number of precincts previously established, with minor boundary adjustments reflecting changes to the municipal boundary of the City of Flagstaff; and

WHEREAS, the boundary adjustments are reflected in Maps of Areas 1–7, attached as Exhibit B and incorporated herein; and

RESOLVED, that Coconino County establishes the election precincts and defines the boundaries of said precincts as described herein.

PASSED and ADOPTED this 24th day of September, 2019.

AYES: 
NOS:  
ABSENT:  

COCONINO COUNTY BOARD OF SUPERVISORS

(SEAL)

Lena Fowler, Chair

ATTEST:  

APPROVED AS TO FORM:

Lindsay Daley, Clerk of the Board

Rose Winkeler
Voting Precinct Boundary Updates: Areas 1-5

September 28, 2019
These data are for planning purposes only.
No warranty is expressed or implied.

<table>
<thead>
<tr>
<th>Municipal Boundary</th>
<th>Precinct Part Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Precinct Part Allocation Areas</td>
<td>06.00</td>
</tr>
<tr>
<td>Interstate</td>
<td>06.01</td>
</tr>
<tr>
<td>Highway</td>
<td>21.00</td>
</tr>
<tr>
<td>Local/Minor Road</td>
<td>Forest Service</td>
</tr>
</tbody>
</table>
DATE: September 19, 2019

TO: Honorable Chair and Members of the Board

FROM: Thomas Pristow, Health and Human Services Director

SUBJECT: Consideration and possible action to approve the funding agreement between the Arizona Department of Housing and Coconino County agreement 108-20 for Community Reintegration & Transitional Housing (CFDA #14.228) and corresponding FY20 Budget Amendment in the amount of $415,340.00, for the period October 1, 2019 to October 1, 2021, to provide re-entry transitional housing, case management, and supportive services for justice-involved individuals.

RECOMMENDED MOTION:

Approve the funding agreement between the Arizona Department of Housing and Coconino County agreement 108-20 for Community Reintegration & Transitional Housing (CFDA #14.228) and corresponding FY20 Budget Amendment in the amount of $415,340.00, for the period October 1, 2019 to October 1, 2021, to provide re-entry transitional housing, case management, and supportive services for justice-involved individuals.

BACKGROUND:

Community Development Block Grant Regional Account Grant was applied for on May 30, 2019. Coconino County applied as a partnership to provide for re-entry transitional housing, case management, and supportive services for justice-involved individuals. The Community reintegration housing will be in Williams, AZ as a collaborative effort between Housing Solutions of Northern Arizona, Catholic Charities, The Guidance Center, the NARBHA Institute and Coconino County.

Thousands of rehabilitated individuals are released from correctional facilities annually. This is a particularly vulnerable time for these individuals, and most are unlikely to have the needed resources available to ensure stable housing and behavioral health stability. This project is representative of Coconino County's commitment to restorative justice and a strong partnership with our community partners.
Housing Solutions of Northern Arizona has purchased a manufactured home in Williams using a USDA rural loan. The home will be leased to Catholic Charities who will manage and operate the home. Substance abuse, mental health, care management, and vocational services will be coordinated and provided by The Guidance Center at the clinic's Williams location.

**ALTERNATIVES:**

If this Funding Agreement were not approved, Coconino County would not be able to collaborate on developing a reintegration housing program in Williams, AZ and forfeit $415,340.00 in grant funding.

**FISCAL IMPACT:**

The proposed budget requires the establishment of three new Subdivisions in Munis (1340.34.3434.6400.0000/1340.34.3434.6410.0000/1340.34.3434.6420.0000). The estimated budget is $415,340.00. The source of this award is the Arizona Department of Housing and the NARBHA Institute.

**ATTACHMENTS:**

1 – Staff Report  
2 – 108.20 CDBG FUNDING AGREEMENT  
3 - 108.20 CDBG RA SOW  
4 - BUDGET
# FUNDING AGREEMENT

with

ARIZONA DEPARTMENT OF HOUSING

## Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>FUNDS PROVIDED</td>
</tr>
<tr>
<td>2</td>
<td>OTHER FUNDS</td>
</tr>
<tr>
<td>3</td>
<td>ACCEPTANCE OF FUNDS</td>
</tr>
<tr>
<td>4</td>
<td>DURATION</td>
</tr>
<tr>
<td>5</td>
<td>INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW</td>
</tr>
<tr>
<td>6</td>
<td>SCOPE OF WORK</td>
</tr>
<tr>
<td>7</td>
<td>REPORTS</td>
</tr>
<tr>
<td>8</td>
<td>SCHEDULE OF COMPLETION</td>
</tr>
<tr>
<td>9</td>
<td>BUDGET</td>
</tr>
<tr>
<td>10</td>
<td>AMENDMENTS AND MODIFICATIONS</td>
</tr>
<tr>
<td>11</td>
<td>ENVIRONMENTAL REVIEW CONDITIONS</td>
</tr>
<tr>
<td>12</td>
<td>APPLICATION AND OTHER PRE-AWARD COSTS</td>
</tr>
<tr>
<td>13</td>
<td>COMPENSATION AND METHOD OF PAYMENT</td>
</tr>
<tr>
<td>14</td>
<td>FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME</td>
</tr>
<tr>
<td>15</td>
<td>DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS</td>
</tr>
<tr>
<td>16</td>
<td>REVERSION OF ASSETS</td>
</tr>
<tr>
<td>17</td>
<td>DEPARTMENT OF HOUSING RESPONSIBILITIES</td>
</tr>
<tr>
<td>18</td>
<td>SUBCONTRACTING</td>
</tr>
<tr>
<td>19</td>
<td>FAILURE TO MAKE PROGRESS</td>
</tr>
<tr>
<td>20</td>
<td>TERMINATION FOR CAUSE</td>
</tr>
<tr>
<td>21</td>
<td>TERMINATION FOR CONVENIENCE</td>
</tr>
<tr>
<td>22</td>
<td>ENFORCEMENT</td>
</tr>
<tr>
<td>23</td>
<td>CANCELLATION</td>
</tr>
<tr>
<td>24</td>
<td>RECORDS RETENTION</td>
</tr>
<tr>
<td>25</td>
<td>NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS</td>
</tr>
<tr>
<td>26</td>
<td>AVAILABILITY OF FUNDS</td>
</tr>
<tr>
<td>27</td>
<td>APPLICABLE LAW AND ARBITRATION</td>
</tr>
</tbody>
</table>
# Table of Contents

SECTION 28. INDEMNIFICATION.................................................................19
SECTION 29. FEDERAL GOVERNMENT LIABILITY...........................................19
SECTION 30. AUDIT.................................................................................20
SECTION 31. AUDIT EXCEPTIONS.................................................................20
SECTION 32. UNALLOWABLE USE OF FUNDS...........................................20
SECTION 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS.................................................................20
SECTION 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF....................20
SECTION 35. IDENTIFICATION OF DOCUMENTS ...........................................21
SECTION 36. COPYRIGHT.........................................................................21
SECTION 37. RIGHTS IN DATA ..................................................................21
SECTION 38. FUNDING CONDITIONS...........................................................21
SECTION 39. NON-DISCRIMINATION............................................................21
SECTION 40. THIRD PARTY ANTITRUST VIOLATIONS....................................22
SECTION 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT .................................................................22
SECTION 42. INSURANCE..........................................................................23
SECTION 43. PRIVACY CONSIDERATIONS.....................................................25
SECTION 44. NOTICES..............................................................................25
SECTION 45. REGISTRATION WITH SOCIAL SERVE .......................................26
SECTION 46. ADOH SIGNAGE .....................................................................26
SECTION 47. PHOTOGRAPHS ....................................................................26
SECTION 48. STATE OF ARIZONA..................................................................26
SECTION 49. A.R.S. § 35-393.01.................................................................26
SECTION 50. A.R.S. § 1-501 RELATING TO FEDERAL PROGRAMS.................27
ATTACHMENTS

☐ A  Scope of Work  
☐ B  Performance Report/Schedule of Completion  
☐ C  Budget  
☐ D  Request for Payment Form  
☐ E  Special Conditions of the Agreement  
☐ F  Certification and Other Requirements Relating to Title I or Title II Assistance  
☐ G  Authorizing Resolution(s)  
☐ H  Additional Provisions of the 2013 HOME Final Rule (Effective August 23, 2013)
Funding Agreement with  
State of Arizona, Department of Housing  

AGREEMENT NO. 108-20  
TERMINATION DATE October 1, 2021  

FUNDING AGREEMENT  
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING  
AND  
COCONINO COUNTY  
FOR  
COMMUNITY REINTEGRATION & TRANSITIONAL HOUSING  

This Funding Agreement is made by and between:  

The Arizona Department of Housing (“ADOH”), located at, 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):  

☒ Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) (“CDBG”).  
☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) (“HOME”).  
☐ A.R.S. § 41-3955 (State Housing Trust Fund) (“HTF”).  
☐ A.R.S. § 41-3957 (State Housing Program Fund) (“HPF”).  
☐ Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) (“COC”).  
Southwest Gas Corporation, Weatherization Assistance Program (“SWG WAP”).

and

COCONINO COUNTY
(Entities)

An Arizona County (“Recipient”) DUNS #018094560, located at

2625 N. King Street
Flagstaff, Arizona 86004-1884

In consideration of the mutual representations and obligations hereunder, ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide $328,340.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

☐ CDBG, CFDA # 14.228
   Federal Fiscal Year 2019
   $328,340.00

☐ HOME, CFDA # 14.239
   Federal Fiscal Year _____
   $_____

☐ HTF
   State Fiscal Year _____
   $_____

☐ HPF
   State Fiscal Year _____
   $_____

☐ HOPWA, CFDA # 14.241
   Federal Fiscal Year _____
   $_____

☐ COC, CFDA # 14.267
   Federal Fiscal Year _____
   $_____

Funding Agreement with  
State of Arizona, Department of Housing  

- NHTF, CFDA # 14.275  
  Federal Fiscal Year ____  
  $____  

- DOE WAP, CFDA # 81.042  
  Federal Fiscal Year ____  
  $____  

- LIHEAP WAP, CFDA # 93.568  
  Federal Fiscal Year ____  
  $____  

- SWG WAP  
  State Fiscal Year ____  
  $____  

Section 2. OTHER FUNDS  

If applicable, Recipient agrees to secure funding other than that listed in Section 1 for the completion of this Agreement as indicated in the Budget attached hereto as Attachment C. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.  

Section 3. ACCEPTANCE OF FUNDS  

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH.  

Section 4. DURATION  

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until OCTOBER 1, 2021 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.  

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW  

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to, the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient’s application for funds, which is attached hereto as
Attachment G, Authorizing Resolution(s) and any Special Conditions of the Agreement attached hereto as Attachment E.

- CDBG funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) Certification and Other Requirements Relating to Title I Assistance attached hereto as Attachment F; (3) the provisions contained in the State of Arizona Consolidated Plan; (4) ADOH ERR Handbook; (5) ADOH Labor Standards Handbook; (6) CDBG Application Handbook; (7) CDBG Grant Administration Handbook; and (8) CDBG Procurement, Contracts and Acquisition Handbook (collectively “the Incorporated Documents”) as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.

- HOME funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) Certification and Other Requirements Relating to Title II Assistance attached hereto as Attachment F; (3) the provisions contained in the State of Arizona Consolidated Plan; (4) ADOH ERR Handbook; (5) ADOH Labor Standards Handbook; and (6) the State Housing Fund Program Summary and Application Guide.

- HTF funds require adherence to the State Housing Fund Program Summary and Application Guide as revised.

- HPF funds require adherence to the Special Needs Housing Manual as revised.

- COC funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the Special Needs Housing Manual.

- HOPWA funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the Special Needs Housing Manual.

- NHTF requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, Housing Trust Fund Interim Rule; (2) the provisions contained in the State of Arizona Consolidated Plan; (3) State Housing Fund Program Summary and Application Guide; (4) State of Arizona Qualified Allocation Plan; and (5) National Housing Trust Fund Allocation Plan.

- DOE WAP funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the Arizona Weatherization Assistance Program State Plan (State Plan); (3) Health and Safety Plan (HSD Plan); (4) the Arizona Weatherization Policies and Procedures Handbook; (5) Arizona Weatherization Assistance Program Field Guide; (6) Standard Work Specifications; and (7) WAP Memorandum 15-10 Quality Management Plan.

- LIHEAP WAP funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) the Arizona Weatherization Assistance Program State Plan (State Plan); (3) Health and Safety Plan (HSD Plan); (4) the Arizona Weatherization Policies and
SWG WAP funds require adherence to the following provisions: (1) the Arizona Weatherization Assistance Program State Plan (State Plan); (2) Health and Safety Plan (HSD Plan); (3) the Arizona Weatherization Policies and Procedures Handbook; (4) Arizona Weatherization Assistance Program Field Guide; (5) Standard Work Specifications; and (6) WAP Memorandum 15-10 Quality Management Plan.

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the Scope of Work hereby incorporated into this Agreement and described in Attachment A.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Scope of Work.

Revisions to the Scope of Work that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the Scope of Work require written amendment to this Agreement:

(a) The purpose of the project changes;
(b) The location of the project changes;
(c) A project activity is added, deleted or altered such that it becomes a different activity;
(d) The beneficiary of any activity changes;
(e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised Scope of Work attached;
(f) The ownership entity changes; and
(g) Any other changes that involve program requirements.

ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.
7.1 **Performance Report.** Recipient agrees to submit the ADOH *Performance Report* respective of the types of projects indicated below and attached as Attachment B.

- **HOME, NHTF, HTF** funded rental development projects (“Rental Projects”) or **HPF** funded rapid rehousing projects: Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December).

- **HOME, HTF and CDBG** non-rental projects (“HOME, HTF and CDBG Non-Rental Projects”). Recipient must submit a *Monthly Progress Report* attached hereto as Attachment B. The Monthly Progress Report must be submitted to ADOH on the 15th of each month and address activities of the preceding one (1) month (i.e. the July report covers the month of June). Failure to submit timely Monthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.

- **COC** funded assistance for persons who are homeless (“Homeless Projects”). ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December). Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than thirty (30) days following the contract termination date listed on Page 1 of the Agreement.

- **HOPWA** funded rental assistance and services (“HOPWA Projects”). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report (CAPER)* in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30th annually.

- **DOE WAP, LIHEAP WAP and SWG WAP** funded projects (“Weatherization Projects”). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30th report covers the month of December).

7.2 **Contract Closeout—Completion Reports and Post-Funding Audits.** Recipient’s obligation to ADOH under this Agreement shall not end until all closeout
requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

(a) The funds have been expended;
(b) The Scope of Work has been completed;
(c) The contract period set forth in this Agreement has expired; or
(d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the Scope of Work in accordance with the Schedule of Completion hereby incorporated into this Agreement and described in Attachment B.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

☐ Rental Projects funded with HOME or HTF. Recipient must notify ADOH of revisions to the Schedule of Completion using the Bimonthly Performance Report, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised Schedule of Completion attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☒ Non-Rental Projects funded with HOME, HTF and CDBG. Recipient must notify ADOH of revisions to the Schedule of Completion using the Monthly Performance Report, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised Schedule of Completion attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within
fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Homeless Projects funded with HTF, HPF or COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Weatherization.** Projects funded with DOE WAP, LIHEAP and/or SWG WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at six (6) months with additional re-allocations, if needed, at the eight (8) month and ten (10) month time periods.

**Section 9. BUDGET**

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

☒ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:

(a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;

(b) Additional funding sources are added to the Project;

(c) Recipient is requesting a change to the grant terms.
HOME, HOPWA, HPF, NHTF and HTF Revisions to the Budget. Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the Budget require a contract amendment:

(a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
(b) Recipient is requesting a change to the loan terms.

WEATHERIZATION Revisions to the Budget. Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within fourteen (14) business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 (“Environmental Review”), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for assisting ADOH with Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record (“ERR”) is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-
(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH’s release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

(a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);

(b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.

☐ WEATHERIZATION (DOE WAP, LIHEAP WAP). DOE has made a final NEPA determination for all activities under this Funding Agreement that are listed in the State Plan formally approved by DOE and incorporated into this Funding Agreement. Recipients are responsible for compliance with Section 106 pursuant to 36 CFR Part 800.2 (c)(4).

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

☒ CDBG. If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided
hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State’s Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient’s application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the Budget in Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH Request for Payment form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient’s right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within sixty (60) days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the sixty (60) day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:
“Funds Recouped by Recipient” means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement; or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

“Interest” means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

“Program Income” means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.
14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within thirty (30) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within thirty (30) days of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the Scope of Work (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH’s original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the Scope of Work for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the Scope of Work; and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following
circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the Scope of Work (Attachment A) and the Schedule of Completion (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient’s control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of $25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient’s control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and
obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to Section 11 of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or
recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

(a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;

(b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the Scope of Work (Attachment A) or fails to expend any funds in accordance with the Budget (Attachment C) within 180 calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to Section 15.4 hereof and obtain repayment of funds expended pursuant to Section 15.6, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.
Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
(b) 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;
(c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
(d) Withhold further awards to Recipient’s project funded by the award evidenced by this Agreement;
(e) Recapture funds and terminate contract;
(f) Withhold future ADOH grant awards from all sources; or
(g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to “Debarment and Suspension” under the United States President’s Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three (3) years after its execution, 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 ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.
Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

- **CDBG funded projects only**: All CDBG records must be retained for at least three (3) years after the grant agreement close out between HUD and ADOH has been approved by HUD. ADOH will notify recipients of the records retention date of expiration for CDBG funded projects.

- **WEATHERIZATION projects only**: All records must be retained for at least three (3) years after the grant agreement close out between DOE or SWG and ADOH has been approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.
Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME and CDBG programs and the availability of state funds provided for the state HTF Program. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

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

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney’s fees and litigation expenses, which may be brought or made against or incurred by the State 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 Recipient, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen’s Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient’s obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development (“HUD”) and the U.S. Department of Energy (DOE) is not a party to this Agreement and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.
Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney’s fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.
Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, NHTF, COC, HOPWA, DOE WAP, LIHEAP WAP) or state (HTF) funds used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

(a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual’s status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

(a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”)

(b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.

(c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient’s subcontractor is complying with the warranty under paragraph (a).
Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its subcontractors, at Recipient’s and subcontractors’ own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient’s insurance shall be primary insurance as respects ADOH and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker’s Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers and employees for any claims arising out of Recipient’s acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient.
from, or be deemed a waiver of ADOH’s right to insist on, strict fulfillment of Recipient’s obligations under this Agreement.

The insurance policies, except Worker’s Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

42.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient’s operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to Recipient’s any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient’s work. Coverage will be at least as broad as coverage code 1, “any auto”, (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker’s Compensation. Recipient shall carry Worker’s Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient’s employees engaged in the performance of the work or services; and Employer’s Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the subcontractor to provide Worker’s Compensation and Employer’s Liability to at least the same extent as required of Recipient.
42.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient’s insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a “claims made” basis, coverage shall extend for two (2) years past completion and acceptance of Recipient’s work or services and as evidenced by annual Certificates of Insurance.

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

42.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section “federal funds” means funding from the CDBG, HOME, HOPWA and COC programs; see Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient’s contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).
When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

COCONINOCOUNTY
   Entity
Rosie Wear
   Attention (if applicable)
2625 N. KING STREET
   Mailing Address
FLAGSTAFF, ARIZONA 86004-1884
   City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with socialserve.com and keep the project listed with socialserve.com for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

Section 48. STATE OF ARIZONA

This Agreement shall be construed in accordance with the laws of the State of Arizona.

Section 49. A.R.S. § 35-393.01.

Recipient warrants it is not engaged in a boycott of Israel as defined by A.R.S. §35-393.01.
Section 50. A.R.S. § 1-501 Relating to Federal Programs

Notwithstanding any other state law and to the extent permitted by federal law, any person who applies for a federal public benefit that is administered by this state or a political subdivision of this state and that requires participants to be citizens of the United States, legal residents of the United States or otherwise lawfully present in the United States shall submit required documentation to the entity that administers the federal public benefit demonstrating lawful presence in the United States.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA,  COCONINO COUNTY
ARIZONA DEPARTMENT OF HOUSING  RECIPIENT

BY: ________________________________  BY: ________________________________

Carol L. Ditmore  Lena Fowler

TITLE: Director  TITLE: Chair, Board of Supervisors

DATE: ________________________________  DATE: ________________________________
Attachment A
SCOPE OF WORK

Coconino County 108-20 – Public Service: Community Reintegration Services

| Activity #1 - Administration | $20,834 CDBG |

To carry out all required actions to administer activities funded from the FY 2019 NACOG Regional Account for Coconino County. Actions are to include requisite record keeping, reporting, monitoring and all other actions necessary to ensure compliance with CDBG Program requirements as identified in the 24 CFR 570.500 –570.614 and current Arizona Department of Housing Handbooks.

| Activity #2 – Public Service: Transitional Housing | $307,506 CDBG |

Coconino County will use CDBG funds provide case management, support services and transitional housing for justice-involved individuals who are homeless or at risk of becoming homeless. Catholic Charities will be providing services.

This activity will meet the Low to Moderate Income National Objective (LMC) and will benefit approximately 24 people of whom 24 (or 100%) are low-to-moderate income.

HUD Performance Measures

Objective: Suitable Living Environment

Outcome: Availability/Accessibility

Indicator(s): Number of people (LMI included) with improved access

Data Collection Methodology: Document the number of ex-offender reintegration clients living in the service area who have improved access to support services and transitional housing.
<table>
<thead>
<tr>
<th>Fund</th>
<th>Munis Description</th>
<th>Short Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1340</td>
<td>CDBG RA CFDA# 14.228 FY20 #108-20</td>
<td>CDBG FY20</td>
</tr>
<tr>
<td></td>
<td><strong>Division</strong></td>
<td></td>
</tr>
<tr>
<td>3434</td>
<td>Community Reintegration - Williams</td>
<td>CDBG CRH</td>
</tr>
<tr>
<td></td>
<td><strong>Subdivision</strong></td>
<td></td>
</tr>
<tr>
<td>6410</td>
<td>CRH - Catholic Charities</td>
<td>CRH - CCCS</td>
</tr>
<tr>
<td>6420</td>
<td>CRH - The Guidance Center</td>
<td>CRH - TGC</td>
</tr>
<tr>
<td>6400</td>
<td>CRH - Administration</td>
<td>CRH - Admin</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budget Amendment</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>1340.34.3434.6400.0000.671.331501</td>
<td>Federal Revenue</td>
</tr>
<tr>
<td>1340.34.3434.6400.0000.671.312060</td>
<td>Private Grants</td>
</tr>
<tr>
<td>1340.34.3434.6410.0000.671.501001</td>
<td>Professional Services</td>
</tr>
<tr>
<td>1340.34.3434.6420.0000.671.501001</td>
<td>Professional Services</td>
</tr>
<tr>
<td>1340.34.3434.6400.0000.671.501001</td>
<td>Professional Services</td>
</tr>
<tr>
<td>1340.34.3434.6400.0000.671.401001</td>
<td>Regular Wages</td>
</tr>
<tr>
<td>1340.34.3434.6400.0000.671.451001</td>
<td>Employer Medicare</td>
</tr>
<tr>
<td>1340.34.3434.6400.0000.671.451002</td>
<td>Employer SS</td>
</tr>
<tr>
<td>1340.34.3434.6400.0000.671.451021</td>
<td>Dental Insurance</td>
</tr>
<tr>
<td>1340.34.3434.6400.0000.671.451022</td>
<td>Health Insurance</td>
</tr>
<tr>
<td>1340.34.3434.6400.0000.671.451023</td>
<td>Grp Term Life &amp; ADD</td>
</tr>
<tr>
<td>1340.34.3434.6400.0000.671.451030</td>
<td>AZ State Retirement</td>
</tr>
<tr>
<td>1340.34.3434.6400.0000.671.451040</td>
<td>Worker's Comp</td>
</tr>
<tr>
<td>1340.34.3434.6400.0000.671.451042</td>
<td>Unemployment Insura</td>
</tr>
<tr>
<td>1340.34.3434.6400.0000.671.501013</td>
<td>Advertising</td>
</tr>
<tr>
<td></td>
<td><strong>-</strong></td>
</tr>
</tbody>
</table>
ADOH - CDBG
NARBHA
Catholic Charities Budget
The Guidance Center Budget
NACOG fee
C/S Staff
C/S Staff
C/S Staff
C/S Staff
C/S Staff
C/S Staff
C/S Staff
C/S Staff
C/S Staff
Pre-Award (Public Hearings)
DATE: September 19, 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 Intergovernmental Agreement between Coconino County and Pinal County in order for Coconino County Public Works to participate in the 28th Annual Safety “Roadeo” on November 21, 2019.

RECOMMENDED MOTION:

Approve the Intergovernmental Agreement between Coconino County and Pinal County in order for Coconino County Public Works to participate in the 28th Annual Safety “Roadeo” on November 21, 2019.

BACKGROUND:

The Coconino County Public Works Department’s intent is to participate in Pinal County’s 28th Annual “Roadeo”. This event will provide skill and professional development for our Operators and support collaboration with other jurisdictions in the area of safety procedures.

Pinal County requires an Intergovernmental Agreement for all participants for this event, and for the use of their heavy equipment. The deadline for submitting the Intergovernmental Agreement and Registration form is October 31, 2019.

ALTERNATIVES:

The following alternatives are available to the Board of Supervisors:
• Approve this submittal.
• Disapprove this submittal and request an alternative solution.

FISCAL IMPACT:

The cost for this program is $30.00 per person plus lodging and travel expenses. The overall cost will be approximately $300.00 per person and will be charged to Road Maintenance account 1138.4111.7024.000.641. We expect up to seven (7) Operators to participate.
ATTACHMENTS:

1 – Staff Report
2 – IGA
3 – Roadeo Flyer
4 – Entry Form
INTERGOVERNMENTAL AGENCY AGREEMENT

THIS AGREEMENT is entered into this ___ day of __________ 2019, by and between Pinal County, a political subdivision of the state of Arizona, ("County") and the Town/City of ___________________________, an Arizona municipal corporation, hereinafter referred to as ("Participating Agency").

Witnesseth:

WHEREAS, Pinal County conducts an annual Safety Roadeo to encourage the safe operation of equipment by its employees; and,

WHEREAS, Pinal County may have availability to accommodate additional participants in the Safety Roadeo and may allow qualified employees from other agencies within the State of Arizona, to participate in the Roadeo; and,

WHEREAS, Participating Agency has desire for its employee(s) to participate in the County's Safety Roadeo when availability permits; and,

WHEREAS, the parties are authorized to enter into intergovernmental agreements for purposes contemplated herein, pursuant to A.R.S. § 11-952 et. seq.

NOW, THEREFORE, the participants to this agreement agree as follows:

1. Participating Agency shall permit only qualified employees to attend the Safety Roadeo. In order to qualify, the employee must:
   a. Have a valid Arizona Driver’s license AND any/all permits, licenses and/or training to operate such equipment he/she is to operate during the Safety Roadeo in compliance with State and Federal laws governing the operation of such equipment; and
   b. Complete and sign the registration form provide by County to indicate supervisor’s verification that employee is trained and/or licensed on the equipment registered to operate during the Safety Roadeo.

2. County may, in its sole discretion, disqualify any participant who fails to conduct himself/herself in a safe and professional manner.

3. Participating Agency shall, to the maximum extent permitted by law, indemnify, defend and hold harmless the County, its officers, officials, agents, employees, or volunteers 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 actions taken in performance of this Agreement to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Participating Agency, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this Section, the governmental parties to this Agreement that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense as further provided for below, including proportionate liability and proportionate payment of litigation fees, expenses and damages. The Parties when involved in a Claim or Claims brought by a third-party have a common interest in a coordinated defense in any lawsuit. In the absence of a conflict, the Parties agree to have one lawyer jointly represent the defendants in the lawsuit. If applicable, the Parties agree to abide by the Memorandum of Understanding Regarding Joint Defense ("MOU") between the Arizona Counties Insurance Pool (“ACIP”) and the Arizona Municipal Risk Retention Pool (“AMRRP”). If applicable, each Party acknowledges that it has received a copy of the MOU from either ACIP or AMRRP. The obligations under this Section shall survive the termination of this Agreement.

4. Participating Agency shall reimburse County for costs incurred for Agency’s employees participating, in the amount set forth on the registration form, which may vary annually. Payment must be made prior to the date of the event in order for Agency’s employees to participate.

5. Participating Agency acknowledges and affirms that it has appropriate and adequate insurance coverage for its official operations, duties and activities, including the activities provided in this Agreement, and that it will maintain such coverage for the duration of this Agreement.
6. Participating Agency shall be solely liable for the payment of workers’ compensation benefits should a Participating Agency employee become ill or injured attending or participating in the Roadeo.

This IGA shall be effective as of the signature date of the last party to sign this IGA, and shall remain in effect unless and until terminated. Either Party may terminate this Agreement upon 30 days’ written notice to the other party. Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below their representatives’ respective signatures.

FOR THE TOWN/CITY OF:

an Arizona municipal corporation

By: __________________________
Signature

_____________________________
Printed Name

_____________________________
Title

_____________________________
Date

ATTEST:

By: __________________________
Town/City Clerk

_____________________________
Date

APPROVED AS TO FORM:

By: __________________________
City/Town Attorney

_____________________________
Date

FOR PINAL COUNTY:

By: __________________________
Signature

_____________________________
Printed Name

_____________________________
Title

_____________________________
Date

ATTEST:

By: __________________________
Clerk of the Board

_____________________________
Date

APPROVED AS TO FORM:

By: __________________________
Deputy County Attorney

_____________________________
Date
28th Annual Safety Roadeo
Thursday November 21st, 2019

Since 1991, Pinal County has hosted their Annual Safety Roadeo to promote the importance of “Safety First” in the workplace.

The event brings together city and county employees from around the state for a chance to demonstrate their skills in competition for the “Top Gun” and “Top Foreman” Awards. The competitions are designed for contestants to not only demonstrate their skills in several different competitions that simulate on-the-job situations, but to also showcase their knowledge of safety procedures.

The 28th Annual Safety Roadeo on November 1st, 2018, at 512 S Eleven Mile Corner Road in Casa Grande, AZ.

2018 Top Gun Winner
Michael Acord from Pinal County

2018 Top Foreman Winner
Brian Laniewski and Heavy Maintenance

All participants must pre-register.
No registrations will be accepted after October 31st, 2019.
**Heavy Equipment Competitions**

- Loader
- Grader
- End Dump
- Backhoe
- Walk-around Inspections

These competitions are designed to simulate actual operating conditions.

**General Competitions**  
(Competitions are subject to change)

- Vehicle Backing
- Pallet Jack
- Hand Truck
- Blood Borne Pathogen Clean-Up
- Dart Gun Challenge
- Slips, Trips, and Falls
- Sign Installation
- Egg Drop (Backhoe)

The "Sign Installation" competition is an event to demonstrate how to install a sign properly using the correct equipment. This event is designed with those in mind who's job functions include sign installation. Feel free to bring your own equipment to participate.

The Blood Borne Pathogen Clean-up competition is to demonstrate how to properly clean and dispose of contaminants.

Individual prizes are awarded to those who have the highest combined score of ONE heavy equipment and ONE corresponding Walk-around Inspection Competition completed.

Heavy Equipment Competitions close at 11:30am, and the judges will not be accepting any Heavy Equipment competitors after that time.

Individual prizes are awarded to those who have the highest score in each general competition.

**Top Gun Belt Buckle Award**  
will go to the person with the highest combined scores in all of the Heavy Equipment and Walk-around Inspection Competitions.

**Registration:**  
All contestants and employees must pre-register no later than October 31st, 2019.

Registration Forms must be received by Pinal County Public Works by October 31st, 2019. Please mail or email to:

Nina Arredondo  
Pinal County Public Works  
PO Box 727  
Florence, AZ 85132  
520-866-6954  
nina.arredondo@pinalcountyaz.gov

**Safety Demonstrations and Informational Booths will be on-site for all Roadeo attendees.**
# 29TH Annual Safety Roadeo
## Thursday, November 21, 2019

**EVENT REGISTRATION FORM**

All attendees must pre-register. There will be NO registration at the Fairgrounds. Your registration will provide an accurate count to ensure there is enough food for everyone.

<table>
<thead>
<tr>
<th>Name:</th>
<th>First</th>
<th>Middle</th>
<th>Last</th>
<th>Work Phone Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Department:**

<table>
<thead>
<tr>
<th>Foreman/Supervisor:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**Entry Fee**

- $30.00 Entry fee covers cost of breakfast, lunch, participants caps & prizes.
- Payment must accompany Registration Form. *Please make check payable to Public Works and mail to: Pinal County Public Works, PO BOX 727, Florence AZ 85132*

**HEAVY EQUIPMENT COMPETITIONS**

- Note: Judges WILL NOT be accepting competitors after 11:00 AM.
- Please select the competitions you will be competing in:

  - [ ] Loader
  - [ ] End Dump
  - [ ] Walk-around Inspections
  - [ ] Grader
  - [ ] Backhoe
  - [ ] Top Gun Competition
  - [ ] Top Foreman Award

To qualify for the "Top Foreman Award" and the "Top Gun Award" ALL Heavy Equipment and Walk-around Inspection Competition MUST BE ENTERED and completed.

To qualify for "Individual prizes" **ONE** Heavy Equipment and the Walk-around Inspection MUST BE COMPLETED.

If you DO NOT mark a box above, you will not be registered for those competitions.

**GENERAL COMPETITIONS**

- All registrants may participate in each of the general competitions. Checking the box(es) helps us learn your interest preference. The following competitions are subject to change.

  - [ ] Egg Drop (Backhoe) Participant must be able to demonstrate knowledge using the backhoe properly.
  - [ ] Sign Installation
  - [ ] Hand Truck
  - [ ] Pallet Jack
  - [ ] Vehicle Backing
  - [ ] Dart Gun Challenge
  - [ ] Blood Borne Pathogen Clean-Up
  - [ ] Slips, Trips, and Falls

**JUST FOR FUN**

- We are bringing back some fun competitions to give you more opportunities to win prizes! Stay tuned for announcements on these competitions.

  - [ ] Awards Banquet Only

The undersigned certifies that the participant has been qualified and carries all licenses and permits required under law and the organization to operate the equipment listed in the competitions selected by the participant. Participant waive, releases and holds Pinal County, its officials and employees harmless from any and all injury and assumes the risk involved with participation.

ALL COMPETITORS MUST PRE-REGISTER!

| Participant Signature | ___________________________ |
| Supervisor/Department Head Signature | ___________________________ |

Please submit the Registration Form no later than October 31, 2019 To:

Pinal County Public Works, Nina Arredondo
P.O. Box 727 Florence, AZ 85132
Phone: 520-866-6954 Fax: 520-866-7943

*Email your completed Registration Form to: nina.arredondo@pinalcountyaz.gov*
Map and Location of Pinal County Fairgrounds

The Annual Safety Roadeo will be held on Thursday November 21st, 2019. It will be located at Pinal Fairgrounds at: 512 S Eleven Mile Corner Road in Casa Grande, AZ

How to get to Pinal Fairgrounds from I10
Take Exit 194 and turn east onto AZ-287 (also known as Florence Blvd)
Continue on AZ-287 (Florence Blvd) for 7 miles
Turn South (Right) on Eleven Mile Corner Road
The Fairgrounds will be on the right about half a mile from the stoplight.

How to get to Pinal Fairgrounds from I10 using AZ-87
Take Exit 211 and continue on to AZ-87 until you reach AZ-287 (also known as Florence Blvd)
Turn West (Left) onto AZ-287 (Florence Blvd) until you reach Eleven Mile Corner Road
Turn South (Left) onto Eleven Mile Corner Road.
The Fairgrounds will be on the right about half a mile from the stoplight.
DATE:    September 19, 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 Cost Recovery Agreement with the United States Forest Service (USFS) for the purpose of amending an existing Special Use Permit for the Williams Public Works Yard to allow for construction of a second access road to the facility.

RECOMMENDED MOTION:

Approve the Cost Recovery Agreement with the United States Forest Service (USFS) for the purpose of amending an existing Special Use Permit for the Williams Public Works Yard to allow for construction of a second access road to the facility.

BACKGROUND:

Special Use Permit (SUP) P.L. 94-579 was approved by Coconino County and the USFS on June 28th, 1978. The SUP allowed for the road access to the Williams Public Works Yard. To provide better site circulation and access to the proposed new cinder barn; and to allow for possible future shared use of the site with other County Departments, Public Works desires to construct a second access to the facility through Forest Service property. The access easement is proposed to be 75’ x 560’ and would contain a new 24’ wide access road. Approval of the Cost Recovery Agreement would allow the USFS to complete the environmental analysis needed to review and approve the SUP amendment request.

ALTERNATIVES:

The following alternatives are available to the Board of Supervisors:
• Decline to approve the Cost Recovery Agreement with the USFS.
• Cancel or reschedule the Consent Item.
FISCAL IMPACT:

- $4,370.30: USFS Cost Recovery Fee
- Cost to construct access road, TBD. Road will be constructed by County Public Works.

ATTACHMENTS:

1 - Staff Report
2 - USFS PROJECT SUMMARY COVER LETTER
3 - USFS COST RECOVERY AGREEMENT
4 - COST RECOVERY FEE SUMMARY
5 - SITE PLAN
This agreement is entered into between the UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, Kaibab National Forest (the Forest Service), and the Coconino County Board of Supervisors (the applicant) under 36 CFR 251.58.

A. RECITALS

1. On June 18, 2019, the Forest Service accepted the applicant's application for use and occupancy of National Forest System lands (hereinafter "the application"), which is enumerated in Appendix A. The Forest Service shall assess the applicant a cost recovery fee for the agency's costs to process the application.

2. The Forest Service has determined that the fee for processing the application falls within category 6 under the applicable Forest Service processing fee schedule and/or that the fee for monitoring the applicant's special use authorization falls within category 6 under the applicable Forest Service monitoring fee schedule.

3. The geographic area to be covered by this agreement is described geographic area. See Appendix B.

4. The application has been submitted or the applicant's special use authorization is being issued under an authority other than the Mineral Leasing Act, and the applicant has not waived payment of reasonable costs. Therefore, the Forest Service is entitled to recover its full reasonable costs incurred in processing the application or monitoring the authorization.

5. Payment of a processing fee by the applicant does not obligate the Forest Service to authorize the applicant's proposed use and occupancy. If the application is denied or withdrawn in writing, the applicant is responsible for costs incurred by the Forest Service in processing the application up to and including the date the agency denies the application or receives written notice of the applicant's withdrawal. If the applicant withdraws the application, the applicant also is responsible for any costs subsequently incurred by the Forest Service in terminating consideration of the application.

6. The Forest Service shall determine the appropriate level of environmental analysis for the application and inform the applicant prior to initiating the environmental analysis.

7. Information associated with this agreement may be released to the public in accordance with the provisions of the Freedom of Information Act and Privacy Act.

PART I - PROCESSING FEES

B. BASIS FOR PROCESSING FEES

Processing fees for the application are based upon the direct and indirect costs that the Forest Service incurs in reviewing the application, conducting environmental analyses of the effects of the proposed use, reviewing any applicant-generated environmental documents and studies, conducting site visits, evaluating the applicant's technical and financial qualifications, making a decision on whether to issue the authorization, and preparing documentation of analyses, decisions, and authorizations for the application. The processing fee for the application shall be based only on costs that are necessary for processing the application. "Necessary for" means that but for the application, the costs would not have been incurred. The processing fee shall not include costs for studies for programmatic planning or analysis or other agency management objectives, unless they are necessary for processing the application. Proportional costs for analyses, such as capacity studies, that are necessary for the application may be included in the processing fee.

C. AGREEMENT

In consideration of the foregoing, the parties agree as follows:

1. Scope of Work. The Forest Service shall develop a scope of work for processing the application and an estimate of the
agency's costs to process the application, which will be incorporated into this agreement as Appendix C. This scope of work shall report direct costs in categories that correspond to those in the agency's accounting system, e.g., job code, personnel compensation based upon the cost to the government (salary and benefits), travel, and other direct services, materials, and supplies. In addition, the estimate of the agency's processing costs shall include the agency's indirect costs based upon the approved annual indirect cost rate. Classification of costs as direct or indirect shall be in accordance with the published Forest Service budget for the applicable fiscal year.

2. Environmental Analysis. The Forest Service shall supervise the preparation of the environmental analysis associated with the application in compliance with applicable legal requirements, including public review of the analysis, analysis of public comments, and decision documentation. In exercising this responsibility, the Forest Service shall endeavor to foster cooperation among other agencies involved in the process, and to integrate National Environmental Policy Act requirements and other environmental review and consultation requirements to avoid, to the fullest extent possible, duplication of efforts by those agencies. However, the Forest Service shall not delegate to any other agency its authority over the scope and content of the environmental analysis, or approval or denial of the application.

3. Billing. The Forest Service shall bill the applicant prior to commencement of work. The applicant agrees to pay the estimated processing fee of $4,370.00. The bill for the estimated processing fee will be sent by The Forest Service, Albuquerque Service Center (ASC).

4. Payment. The applicant shall pay the estimated processing fee within 30 days of the date the bill for the fee is issued. The Forest Service shall not initiate processing the application until the estimated processing fee is paid. If the applicant fails to pay the estimated processing fee or the fee is late, the Forest Service shall cease processing the application until the fee is paid.

5. Statement of Costs. The Forest Service shall upon completion of the project report costs incurred for processing the application by providing a financial statement from the agency's accounting system to the applicant.

6. Underpayment. When the estimated processing fee is lower than the full actual costs of processing an application submitted under the Mineral Leasing Act, or lower than the full reasonable costs (when the applicant has not waived payment of reasonable costs) of processing an application submitted under other authorities, the applicant shall pay the difference between the estimated and full actual or reasonable processing costs within 30 days of billing.

7. Overpayment. If payment of the processing fee exceeds the full actual costs of processing an application submitted under the Mineral Leasing Act, or the full reasonable costs (when the applicant has not waived payment of reasonable costs) of processing an application submitted under other authorities, the Forest Service shall either (a) refund the excess payment to the applicant or (b) at the applicant's request, credit it towards monitoring fees due.

8. Disputes

a. If the applicant disagrees with the estimated dollar amount of the processing costs, the applicant may submit a written request before the disputed fee is due for substitution of alternative estimated costs to the immediate supervisor of the authorized officer who determined the estimated costs. The written request must include supporting documentation.

b. If the applicant pays the full disputed processing fee, the Forest Service shall continue to process the application during the supervisory officer's review of the disputed fee, unless the applicant requests that the application processing cease.

c. If the applicant fails to pay the full disputed processing fee, the Forest Service shall suspend further processing of the application pending the supervisory officer's determination of an appropriate processing fee and the applicant's payment of that fee.

d. The authorized officer's immediate supervisor shall render a decision on a disputed processing fee within 30 calendar days of receipt of the written request from the applicant. The supervisory officer's decision is the final level of administrative review. The dispute shall be decided in favor of the applicant if the supervisory officer does not respond to the written request within 30 days of receipt.

9. Lack of Administrative Appeal. A decision by an authorized officer to assess a processing fee or to determine the estimated costs is not subject to administrative appeal. A decision by an authorized officer's immediate supervisor in response to a request for substitution of alternative estimated costs likewise is not subject to administrative appeal.
10. **Amendment.** Modifications to this agreement shall be made in writing and shall be signed and dated by both parties.

11. **Expiration and Termination.** This agreement expires on date. Either party, in writing, may terminate this agreement in whole or in part at any time before it expires. The applicant is responsible for all Forest Service costs covered by this agreement that are incurred up to the date of expiration or termination.

12. **Principal Point of Contact.** The Forest Service and the applicant shall each establish a principal point of contact for purposes of this agreement.

The Forest Service's contact is Deirdre A, McLaughlin, Recreation, Lands and Minerals Staff Officer 928-635-5662.

The applicant's contact is Ron Hollamon, Coconino County Public Works, 928-525-4766.

__________________________________________  ____________________________
Lena Fowler                                   Date
Coconino County Board of Supervisors

__________________________________________  ____________________________
HEATHER PROVENCIO                            Date
Forest Supervisor                           USDA, Forest Service

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 0596-0082. The time required to complete this information collection is estimated to average 8 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.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice) and 202-720-2650 (TDD).

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.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.
APPENDICIES
Coconino County
219 E. Cherry Ave.
Flagstaff Az. 86001

The Coconino County Justice facility in Williams Arizona no longer meets the needs and logistical requirements of either the Court or the Sheriff's Department. As a result, the Sheriff's Office is seeking a separate facility for their operations. The Williams Public Works Yard has the capacity to accommodate the Sheriff's Department operations; however, access to this site and maintenance of the safe separation of public/Sherrif's staff from Public Works' heavy equipment operations remains a primary concern. In order to address this critical public safety issue, Coconino County is proposing a secondary access to the site for heavy equipment to accommodate safe and separate traffic flows at the site. Constructing a separate entrance is essential to the viability of utilizing the Public Works Yard for Sheriff's Department operations and, in turn, the ability to provide a feasible, cost effective option to address this critical public safety need. b) A 24‘ wide road would be constructed in the easement to provide a second access for heavy equipment to the Coconino County Public Works Yard at 1900 Country Club Road, Williams Az., 86046. Parcel# 202-240-008B. c) The project proposes to acquire a 75‘ x 560‘ access easement from the USFS in which the 24‘ wide access road would be constructed. d) indefinite duration with renewals as needed. e) use would be year-round. f) grading volumes pending final design. g) construction would begin as soon as approval is granted, construction duration anticipated to be 30 days. h) would utilize the adjacent existing Public Works yard for all construction staging.

8. Attach a map covering area and show location of project proposal

9. State or Local government approval: [ ] Attached [ ] Applied for [X] Not Required

10. Nonreturnable application fee: [ ] Attached [X] Not required

11. Does project cross international boundary or affect international waterways? [ ] Yes [X] No (if "yes," indicate on map)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

The County has funding and resources available to fully complete construction of the proposed access road including road construction, drainage, fencing and signage. There is also funding and resources to maintain the road improvements once constructed.
13a. Describe other reasonable alternative routes and modes considered.
Other sites within the Williams geographical area were considered but none were on County owned land and therefore cost prohibitive alternatives.

b. Why were these alternatives not selected?
Other alternatives would require purchase of land which would consume most/all available budgets for site improvements and operations.

c. Give explanation as to why it is necessary to cross Federal Lands.
The proposed site is currently used as a public works maintenance yard with significant heavy truck and equipment traffic. A second access is essential to provide safe access and circulation, and achieve a separation of Public Works traffic from Sheriff’s Office and public traffic.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.
a) project budget is estimated at ~$500k for all improvements, funds for O&M are existing. b) the other sites evaluated would require a land purchase and consume available budget for land purchase only. c) critical public safety services.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles. Enhances the ability of the County Sheriff to provide public safety services in a timely manner and have improved local presence in rural communities.

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.
a) limited additional air quality impacts over existing use. b) select tree removal for road construction, minimal visual impact. c) SWPPP will be installed to mitigate. d) none anticipated. e) minimal over existing. f) limited to road construction and tree removal only.

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.
a) none anticipated. b) none anticipated.

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. “Hazardous material” means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any “hazardous waste” as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 6901 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

The proposed secondary access road will support the same public works operational functions as does the existing road under SUP 94-579. This includes transport of fuel and fluids to the public works facility for operational needs. No additional CERCLA defined hazardous materials will be transported through the secondary access beyond current use. All storage of these materials will occur on the County owned parcel and are stored in appropriate primary and secondary containment systems.

20. Name all the Department(s)/Agency(ies) where this application is being filed.
United States Forest Service, Kaibab National Forest, Williams Ranger District.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant: [Signature]
Date: 6/18/2019

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.
GENERAL INFORMATION
ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation and utility systems and facility uses for which the application may be used are:
1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
4. Systems for the transmission and distribution of electric energy.
5. Systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
6. Improved right-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application must be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture
Regional Forester, Forest Service (USFS)
Federal Office Building,
P.O. Box 21628
Juneau, Alaska 99802-1628
Telephone: (907) 586-7847 (or a local Forest Service Office)

Department of the Interior
Bureau of Indian Affairs (BIA)
Juneau Area Office
Federal Building Annex
9109 Mendenhall Mall Road, Suite 5
Juneau, Alaska 99802
Telephone: (907) 586-7177

Department of the Interior
Bureau of Land Management
222 West 7th Avenue
P.O. Box 13
Anchorage, Alaska 99513-7599
Telephone: (907) 271-5477 (or a local BLM Office)

U.S. Fish & Wildlife Service (FWS)
Office of the Regional Director
1011 East Tudor Road
Anchorage, Alaska 99503
Telephone: (907) 786-3440

Note - Filing with any interior agency may be filed with any office noted above or with the Office of the Secretary of the Interior, Regional Environmental Office, P.O. Box 120, 1675 C Street, Anchorage, Alaska 99513.

Department of Transportation
Federal Aviation Administration
Alaska Region AAL-4, 222 West 7th Ave., Box 14
Anchorage, Alaska 99513-7587
Telephone: (907) 271-5285

NOTE - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual department/agencies may authorize the use of this form by applicants for transportation and utility systems and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS
(Items not listed are self-explanatory)

7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.

8 Generally, the map must show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.

9, 10, and 12 The responsible agency will provide additional instructions.

13 Providing information on alternate routes and modes in as much detail as possible, discussing why certain routes or modes were rejected and why it is necessary to cross Federal lands will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate routes and modes as related to current technology and economics.

14 The responsible agency will provide instructions.

15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.

16 through 19 Providing this information is as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, do not address this subject. The responsible agency will provide additional instructions.

Application must be signed by the applicant or applicant's authorized representative.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is voluntary. If all the information is not provided, the application may be rejected.

DATA COLLECTION STATEMENT

The Federal agencies collect this information from applicants requesting right-of-way, permit, license, lease, or certification for the use of Federal lands. The Federal agencies use this information to evaluate the applicant's proposal. The public is obligated to submit this form if they wish to obtain permission to use Federal lands.
### SUPPLEMENTAL

**NOTE:** The responsible agency(ies) will provide instructions

<table>
<thead>
<tr>
<th>CHECK APPROPRIATE BLOCK</th>
</tr>
</thead>
<tbody>
<tr>
<td>I - PRIVATE CORPORATIONS</td>
</tr>
<tr>
<td>ATTACHED</td>
</tr>
<tr>
<td>a. Articles of Incorporation</td>
</tr>
<tr>
<td>b. Corporation Bylaws</td>
</tr>
<tr>
<td>c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State</td>
</tr>
<tr>
<td>d. Copy of resolution authorizing filing</td>
</tr>
<tr>
<td>e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.</td>
</tr>
<tr>
<td>f. If application is for an oil or gas pipeline, describe any related right-of-way or temporary use permit applications, and identify previous applications.</td>
</tr>
<tr>
<td>g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.</td>
</tr>
<tr>
<td>II - PUBLIC CORPORATIONS</td>
</tr>
<tr>
<td>a. Copy of law forming corporation</td>
</tr>
<tr>
<td>b. Proof of organization</td>
</tr>
<tr>
<td>c. Copy of Bylaws</td>
</tr>
<tr>
<td>d. Copy of resolution authorizing filing</td>
</tr>
<tr>
<td>e. If application is for an oil or gas pipeline, provide information required by item &quot;I - f&quot; and &quot;I - g&quot; above.</td>
</tr>
<tr>
<td>III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY</td>
</tr>
<tr>
<td>a. Articles of association, if any</td>
</tr>
<tr>
<td>b. If one partner is authorized to sign, resolution authorizing action is</td>
</tr>
<tr>
<td>c. Name and address of each participant, partner, association, or other</td>
</tr>
<tr>
<td>d. If application is for an oil or gas pipeline, provide information required by item &quot;I - f&quot; and &quot;I - g&quot; above.</td>
</tr>
</tbody>
</table>

*If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.*
NOTICES

Note: This applies to the Department of Agriculture/Forest Service (FS)

This information is needed by the Forest Service to evaluate the requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations or the use and occupancy of National Forest System lands. The Secretary of Agriculture’s regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

BURDEN AND NONDISCRIMINATION STATEMENTS

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 0596-0082. The time required to complete this information collection is estimated to average 8 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.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual’s income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA’s TARGET Center at 202-720-2600 (voice and TDD).

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.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.
## Processing

<table>
<thead>
<tr>
<th>Item</th>
<th>Item Description</th>
<th>Est. Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>NEPA COORDINATOR</td>
<td>review of NEPA documents</td>
<td>16</td>
</tr>
<tr>
<td>CASE MANAGER</td>
<td>Permit processing, CR Agreement, NEPA oversight</td>
<td>40</td>
</tr>
<tr>
<td>WILDLIFE BIOLOGIST</td>
<td>BA&amp;E for NEPA</td>
<td>16</td>
</tr>
<tr>
<td>ARCHAEOLOGIST/CULTURAL RESOURCES</td>
<td>SHPO</td>
<td>8</td>
</tr>
</tbody>
</table>

**Total Hours:** 80  
**Category:** 6

### For Categories 5 or 6 Determine Estimated and Actual Costs:

<table>
<thead>
<tr>
<th>Item</th>
<th>Item Description</th>
<th>Hourly Rate</th>
<th>Estimated Hours</th>
<th>Estimated Cost</th>
<th>Actual Hours</th>
<th>Actual Cost</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARCHAEOLOGIST/CULTURAL RESOURCES</td>
<td>SHPO</td>
<td>8</td>
<td>8</td>
<td>$935.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CASE MANAGER</td>
<td>Permit processing, CR Agreement, NEPA oversight</td>
<td>40</td>
<td></td>
<td>$1,919.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NEPA COORDINATOR</td>
<td>review of NEPA documents</td>
<td>16</td>
<td></td>
<td>$294.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WILDLIFE BIOLOGIST</td>
<td>BA&amp;E for NEPA</td>
<td>16</td>
<td></td>
<td>$825.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Sub - Totals:** 80  
**Total:** $3,973.00

**Totals:**  
**Add Burden Rate:** 10%  
**Grand Totals:** $4,370.30
DATE: September 19, 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 (FY19) to Fiscal Year 2020 (FY20), in the amount of $477,000.00, for planned projects not completed in Fiscal Year 2019.

RECOMMENDED MOTION:

Approve a carryover request from Fiscal Year 2019 (FY19) to Fiscal Year 2020 (FY20), in the amount of $477,000.00, for planned projects not completed in Fiscal Year 2019.

BACKGROUND:

In FY19, Public Works budgeted to complete three projects, Munds Park Barn, building B3 renovations planning and design, and the N21 Road Improvement Project. These projects were delayed, not allowing for budgeted work to be completed within FY19. Coconino County Public Works is requesting to carryover the budgeted funds associated with these projects into FY20.

<table>
<thead>
<tr>
<th>Project</th>
<th>Reason for Delay</th>
<th>Carryover Amount</th>
<th>Use of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Munds Park Barn</td>
<td>Delayed by USFS, now underway</td>
<td>$100,000</td>
<td></td>
</tr>
<tr>
<td>Conducting environmental work, utility engineering</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B3 Renovations/Sheep Hill Master Plan</td>
<td>Master plan still under consideration/planning</td>
<td>$67,000</td>
<td></td>
</tr>
<tr>
<td>Potentially begin design work for B3 renovation based on input from the Board</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N21 Road Improvement Project</td>
<td>Delayed by NDOT, but construction now underway</td>
<td>$310,000</td>
<td></td>
</tr>
<tr>
<td>CCPW’s contribution to the N21 Road Improvement Project</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ALTERNATIVES:

The following alternatives are available to the Board of Supervisors:
• Deny the carryover request and use existing funding for FY20 to offset the project costs, this would require postponing or cancelling other projects.
FISCAL IMPACT:

Moving budgeted funding from Fiscal Year 2019 to Fiscal Year 2020 will increase the budgeted expenditures for Fiscal Year 2020 by $477,000.

ATTACHMENTS:

1 - Staff Report
DATE: September 19, 2019

TO: Honorable Chair and Members of the Board

FROM: Sarah Benatar, Coconino County Treasurer

SUBJECT: Consideration and possible action regarding approval of Resolution 2019-33, approving a Certificate of Removal and Abatement Purging Record of Tax, Penalty and Interest on Personal Property Taxes, pursuant to ARS Title 42 Article 8.

RECOMMENDED MOTION:

Approve Resolution 2019-33, approving a Certificate of Removal and Abatement Purging Record of Tax, Penalty and Interest on Personal Property Taxes, pursuant to ARS Title 42 Article 8.

BACKGROUND:

From time to time it is necessary to clean up the uncollectible, delinquent real and personal property rolls of the county. The Legislature established statutory language to enable county treasurer’s to delete records of delinquent real and personal property under specific circumstances, defined in ARS 42-18351.

After diligent research, and multiple attempts to locate owners and property, it has been determined by both the County Assessor and County Treasurer that the properties listed in Attachment A, supplemental to the Resolution, are legally eligible for removal and abatement, in full. A description of the reason for removal is shown with each property listed. The last time a Resolution was approved for a Certificate of Removal and Abatement was June 2019.

ALTERNATIVES:

Do not approve Certificate of Removal and Abatement which will leave uncollectible taxes on the tax roll.
FISCAL IMPACT:

No realized impact due to the fact that these taxes are deemed to be uncollectible. The total tax of $1,519.82 and interest and penalties of $1,000.92 are deemed uncollectible.

ATTACHMENTS:

1 - Staff Report
2 - RESOLUTION 2019-33
3 - EXHIBIT A - CERTIFICATE OF ABATEMENT
RESOLUTION 2019 - 33

A RESOLUTION OF THE BOARD OF SUPERVISORS OF COCONINO COUNTY, ARIZONA, APPROVING THE CERTIFICATE OF REMOVAL AND ABATEMENT OF PERSONAL PROPERTY TAXES AS LISTED IN ATTACHMENT A

WHEREAS  ARS Title 42 Article 8 allows for the abatement of tax and removal of lien; and

WHEREAS the treasurer has determined there are circumstances for abating tax and removing tax lien; and

WHEREAS certain real property parcels have been subject to an event or circumstance that existed at the time of the levy and assessment, or that occurred afterwards, that invalidates the lien of the property tax or the sale of the lien; and

WHEREAS certain personal property parcels have been subject to an event or circumstance that existed at the time of the levy and assessment, or that occurred afterwards, that invalidates the lien of the property tax; and

WHEREAS the delinquent taxes on certain mobile homes and commercial equipment have been determined to be uncollectible through removal of the property, destruction of the property, or conditions such that the cost of seizure and sale of personal property would equal or exceed the revenue that could be derived; and

WHEREAS the Board of Supervisors has the authority to approve the Certificate of Removal and Abatement;

NOW THEREFORE BE IT RESOLVED that the Coconino County Board of Supervisors approves Certificate of Removal and Abatement which results in the county treasurer deleting from the delinquent list all personal property listed in Attachment A of the Certificate.

Signed and sealed this 24th day of September, 2019.

AYES:
NOS:
ABSENT:

COCONINO COUNTY BOARD OF SUPERVISORS

(SEAL)

Lena Fowler, Chair
BEGINNING JUNE 4, 2019 - SEPTEMBER, 2019

<table>
<thead>
<tr>
<th>Taxpayer ID# or Parcel #</th>
<th>Tax Roll #</th>
<th>Current Owner of Record and Description</th>
<th>Year/s</th>
<th>Taxes Due</th>
<th>Thru September 2019</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>M0007181</td>
<td></td>
<td>Paul or J Sang Lee 1970 SportCraft 12x48</td>
<td>2014</td>
<td>$33.38</td>
<td>$25.37</td>
<td>MH was demolished 4/25/13, Assessor to TRC 2016-2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>MH was demolished 4/25/13, Assessor to TRC 2016-2018</td>
</tr>
<tr>
<td>Treasurer to do Certificate of Clearance on 2014 &amp; 2015</td>
</tr>
</tbody>
</table>

| $69.28 | $46.91 |
DATE: September 19, 2019

TO: Honorable Chair and Members of the Board

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

SUBJECT: Consideration and possible action regarding approving a transfer of funds from the Coconino County Emergency Reserve Fund to the Flood Control District in the amount of $1,450,000 to cover expenses incurred during the Museum Flood mitigation efforts.

RECOMMENDED MOTION:

Approve a transfer of funds from the Coconino County Emergency Reserve Fund to the Flood Control District in the amount of $1,450,000 to cover expenses incurred during the Museum Flood mitigation efforts.

BACKGROUND:

On July 21, 2019, the Museum Fire in the Dry Lakes Area erupted. Most of the trees and vegetation within the 1,961-acre Museum Fire scar are now gone, so there is no organic material to provide both deflection and absorption of rainwater. In addition, the fire burned much of the soil in the Spruce Avenue Watershed. High intensity wildfires can leave soil “hydrophobic.” This means that, like a piece of glass, the soil is now unable to absorb water and will rapidly send rainwater downstream. 52% of the Spruce Avenue Watershed’s soils burned at high or moderate burn severity, which means they will act like a sheet of glass or slough off sheets of soil creating debris flows.

Based on the County’s experience with the Schultz post-wildfire flooding, the Federal Emergency Management Agency (FEMA) funded the County to conduct a post-wildfire flooding study of the entire county in 2015. The study identified the Spruce Avenue Watershed, the watershed burned by the Museum Fire, at risk for severe flooding after a wildfire. This was the case because of the steep slopes and poor, overgrown condition of the forest in the Dry Lakes Area. The City of Flagstaff already had plans to thin and restore the forest in the Dry Lakes area, but unfortunately only 40% of that work was completed when the Museum Fire started. The model that was developed through the FEMA study was quickly updated and again projected that the downstream neighborhoods would be subject to severe flooding. Thus, the Flood Control District immediately began working with residents to install emergency flood mitigation measures.
The mitigation effort was largely funded by the Flood Control District. To date, this effort has incurred or encumbered expenses totaling $1,450,000. Since this was unplanned and unbudgeted, the Flood Control District’s funding is tied up until more funding can be moved into its account. Therefore, the Flood Control District is requesting a transfer from Coconino County’s Emergency Reserve Fund to cover these expenses. The Flood Control District will reimburse the money when reimbursement from Arizona Department of Emergency and Military Affairs (AZDEMA) is secured. The Flood Control District is working with AZDEMA to secure a reimbursement estimated to be 75% of eligible expenses. Total costs are estimated to be $1.8M.

**ALTERNATIVES:**

The following alternatives are available to the Board of Supervisors:

- Deny the transfer request and use existing funding for FY20 to offset the Museum Fire flood mitigation efforts, this would require postponing or cancelling other Flood Control District projects, including the Sinclair Wash/Mountain Dell project.

**FISCAL IMPACT:**

A transfer from the Emergency Reserve Fund will only cover costs already paid by the Flood Control District. This will allow budgeted projects to move forward.

**ATTACHMENTS:**

1. Staff Report
DATE: September 19, 2019

TO: Honorable Chair and Members of the Board

FROM: Thomas Pristow, Health and Human Services Director

SUBJECT: Consideration and possible action to approve and accept a grant award from the Arizona Community Foundation of Flagstaff in the amount of $3,000, and corresponding budget adjustment, to purchase laptops and/or tablets to increase efficiency in the field for the Healthy Families team.

RECOMMENDED MOTION:

Consideration and possible action to approve and accept a grant award from the Arizona Community Foundation of Flagstaff in the amount of $3,000, and corresponding budget adjustment, to purchase laptops and/or tablets to increase efficiency in the field for the Healthy Families team.

BACKGROUND:

Earlier this year, Healthy Families Arizona implemented Efforts to Outcomes (ETO), a new electronic database into which all data must now be entered. At present, we collect information on paper forms during our home visits and then enter that information into the database once we return to the office. This creates a significant amount of duplication of efforts and has reduced the number of families we can serve due to time constraints. Laptop computers with docking stations or tablets will allow each team member to enter data directly into the database during home visits. This would improve data integrity by ensuring completeness and reducing the opportunities for data entry errors.

ALTERNATIVES:

The alternative is to return the funding and request funding from the County General Fund or PHSD General fund.

FISCAL IMPACT:

A new sub-division is needed. A budget adjustment of $3,000 is required. The award is for computer equipment only.
ATTACHMENTS:

1 - Staff Report
2 - FY20 AZ COMMUNITY FOUNDATION AWARD
3 - FY 20 BUDGET AMENDMENT
View Award

<table>
<thead>
<tr>
<th>Request</th>
<th>Healthy Families-Laptops for Field Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program</td>
<td>Arizona Community Foundation of Flagstaff</td>
</tr>
<tr>
<td>Amount Requested</td>
<td>$9,190.71</td>
</tr>
<tr>
<td>Amount Awarded</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Start Date</td>
<td>08/23/2019</td>
</tr>
</tbody>
</table>

Your Acceptance Information

Verify EIN 86-6000441

Document File

Description

Special Notes for Applicant (if applicable): N/A

Conditions

As consideration for the grant, the Grantee agrees to the following conditions:

1. USE OF GRANT MONEY.
The Grantee shall use the Grant Money only for the Project and in accordance with the proposal and budget previously submitted to and approved by The Arizona Community Foundation. The Grantee shall not make any significant change in the Project without the prior approval of The Arizona Community Foundation. At the end of the grant period, the Grantee shall promptly return to The Arizona Community Foundation any unused portion of the Grant Money.

2. REPORTS.
The Grantee shall submit written reports on the accomplishments of this Project as well as an accounting of expenditure of grant funds. Reporting and documentation required by The Arizona Community Foundation shall be provided as outlined in the Grantee Final Report, which will be available as the final report due date nears. The Grantee shall provide The Arizona Community Foundation with copies (if available) of any press releases, photographs and published material about the Grant Money and the work it made possible.

3. MEETING REQUIREMENT.
The Grantee may be asked to attend a meeting at the Arizona Community Foundation, to be set at a later date, to discuss your project. Discussions on capacity building in the future and other topics will also take place.

4. PUBLICITY.
You will allow the Arizona Community Foundation (ACF) to review and approve the text, including quotes, of any proposed publicity concerning this grant prior to its release. ACF may include information regarding this grant, including the amount and purpose of the grant, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities, in ACF’s periodic public reports, newsletters, news releases or any other printed materials distributed by the Community Foundation. Please ensure that all publicity (including printed material, press releases and Web sites) states “partial funding provided by the Arizona Community Foundation” If you require an electronic copy of ACF’s official logo please contact the Marketing/Communications department at the Community Foundation.

5. RETENTION OF RECORDS.
The Grantee shall keep all financial records pertaining to the Project for at least four years and shall make such records available to The Arizona Community Foundation at reasonable times upon The Arizona Community Foundation’s request.

6. REVOCATION OF GRANT MONEY.
The Grantee must return all unexpended grant funds immediately upon request by The Arizona Community Foundation if (1) the Foundation, at its sole discretion, determines that the Grantee has not performed in accordance with this Agreement, or (2) the Grantee loses its exemption from federal income tax under Section 501C 3 of the Internal Revenue Code of 1986, as amended (the) "Code" and is classified as other than a private foundation under Section 509(a) of the Code.
7. GRANT DOES NOT CREATE A PARTNERSHIP.
The Grantee shall not in any manner indicate, nor shall the grant or any documents related thereto be in any manner deemed to create or construed as creating, any kind of partnership, joint venture or other similar relationship between The Arizona Community Foundation and the Grantee or other party. The Arizona Community Foundation shall not be deemed in any manner responsible for the debts, liabilities or other obligations of the Grantee, including any such debts relating to this Project.

8. AMENDMENT.
This Grant Agreement shall not be amended or revised except by a written document signed by the parties hereto.

9. CHANGES OR PROBLEMS OCCURRING DURING GRANT YEAR.
Any changes or problems in the Grantee Agency that affects the Project must be reported to The Arizona Community Foundation immediately.

Accept Award ✅
<table>
<thead>
<tr>
<th>Description</th>
<th>Initial FY20 Budget</th>
<th>FY20 BA Amount</th>
<th>Revised FY20 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private Grant - Revenue</td>
<td>$0.00</td>
<td>$3,000</td>
<td>$3,000</td>
</tr>
<tr>
<td>TOTAL REVENUE</td>
<td>$0.00</td>
<td>$3,000</td>
<td>$3,000</td>
</tr>
<tr>
<td>Computer Equipment/Hardware</td>
<td>$0.00</td>
<td>$3,000</td>
<td>$3,000</td>
</tr>
<tr>
<td>TOTAL EXPENSE</td>
<td>$0.00</td>
<td>$3,000</td>
<td>$3,000</td>
</tr>
</tbody>
</table>
DATE: September 19, 2019

TO: Honorable Chair and Members of the Board

FROM: Thomas Pristow, Health and Human Services Director

SUBJECT: Consideration and possible action to approve Contract #2020-OP-005, in the amount of $14,138.00, between the Governor’s Office of Highway Safety (GOHS) and Coconino County Public Health Services District (CCPHSD), for the period October 1, 2019 to September 30, 2020, for the purchase of child safety seats.

RECOMMENDED MOTION:

Approve Contract #2020-OP-005, in the amount of $14,138.00, between the Governor’s Office of Highway Safety (GOHS) and Coconino County Public Health Services District (CCPHSD), for the period October 1, 2019 to September 30, 2020, for the purchase of child safety seats.

BACKGROUND:

injury and death in Coconino County.

This contract will help augment current efforts by providing for the purchase of 225 child safety seats, related program supplies and travel expenses to serve Flagstaff, Page and the Hualapai and Havasupai tribal areas. In-state travel expenses will also allow CCPHSD staff to deliver slightly used child safety seats to Phoenix so the GOHS can transport and recycle the child safety seats to Mexico.

This contract will increase child passenger safety education and community-based events in the Coconino County.

ALTERNATIVES:

The Board of Directors may elect to not approve the contract. However, the other child passenger safety grants only provide limited staff time and travel. Without additional GOHS resources for equipment purchases CCPHSD will be unable to provide 225 child passenger safety seats which is essential to reducing unintended injury and death.
FISCAL IMPACT:

The cost center for this Contract is 1291.31.3106.4826.0000. Indirect does not apply as this contract is for equipment only.

ATTACHMENTS:

1 - Staff Report
2 - FY20 GOHS OCCUPANT PROTECTION CONTRACT
Interim Chief Health Officer Michael Oxtoby  
Coconino County Public Health Services District  
2625 North King Street  
Flagstaff, Arizona 86004

PROJECT REFERENCE:  
Contract Number: 2020-OP-005  
Total Estimated Costs: $14,138.00  
Purpose of Project: Occupant Protection Materials and Supplies (Child Safety Seats), Travel I/S

Dear Interim Chief Health Officer Oxtoby:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been significant changes throughout the contract;
2. GOHS requires one single-sided copy with an original signature. If your agency requires additional copies with an original signature, print additional copies.
3. Have your fiscal staff complete the Reimbursement Instructions (page 21);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of, Matt Ryan, Board of Supervisors of Coconino County, as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor’s Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007. If your agency requires additional copies with an original signature, return them as well.

Please do not incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor’s Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director  
Governor’s Highway Safety Representative

Enclosures  
AG

Date

9-5-19
GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37520300004020AZ0

1. APPLICANT AGENCY
   Coconino County Public Health District
   ADDRESS
   2625 N. King Street, Flagstaff, AZ 86004

2. GOVERNMENTAL UNIT
   Coconino County
   ADDRESS
   219 E. Cherry Ave., Flagstaff, AZ 86001

3. PROJECT TITLE:
   Occupant Protection: Related In-State Travel, and Related Materials and Supplies- Child Safety Seats, Manuals

4. GUIDELINES:
   402—Occupant Protection (OP)

5. BRIEFLY STATE PURPOSE OF PROJECT:
   Federal 402 funds will support In-State Travel, and Materials and Supplies: Child Safety Seats, Manuals to enhance Occupant Protection throughout Coconino County.

6. BUDGET
   COST CATEGORY

   I. Personnel Services
   II. Employee Related Expenses
   III. Professional and Outside Services
   IV. Travel In-State
   V. Travel Out-of-State
   VI. Materials and Supplies
   VII. Capital Outlay

   TOTAL ESTIMATED COSTS

   Project Period
   FFY 2020

   FROM: Effective Date
   TO: 09-30-2020
   (Date of GOHS Director Signature)

   CURRENT GRANT PERIOD
   FROM: 10-01-2019
   TO: 09-30-2020

   TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $14,138.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.
PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Organization Size: 100

Total Population in city/town or county served: 140,776

County Served: Coconino County

Agency Problem/Attempts to Solve Problem:

Coconino County has a mortality rate of 26.8, compared to the Arizona state rate of 14.2 deaths attributed to motor vehicle crash (2017). The Coconino County Injury Prevention program, with support from the Arizona Governor's Office of Highway Safety, is proposing to reduce unintentional injuries and fatalities with the distribution and education of child passenger safety seats, education on seat belt use and distracted driving, and through collaboration with local law enforcement agencies.

The Coconino County Injury Prevention program is unique, as it is the only provider of unintentional injury services, education and supplies in the northern Arizona region. CCPSD is the sole provider of child passenger safety and occupant protection, from offering Children are Priceless Passengers (CAPP) classes and continuing education courses (CEU), to increasing capacity through National Highway Transportation Safety Administration (NHTSA) certified technicians courses, to providing special needs transportation assistance in northern Arizona.

Agency Funding:

Federal 402 funds will support In-State Travel, and Materials and Supplies: Child Safety Seats, Manuals to enhance Occupant Protection throughout Coconino County.

How Agency Will Solve Problem with Funding:

Coconino County Public Health Services District (CCPSD) Injury Prevention program is requesting funding from the Arizona Governor's Office of Highway Safety, for augmentation of the current occupant protection education program. The Injury Prevention goals for this grant are as follows; (1) to increase car seat and seat belt use in Coconino County by providing occupant protection and safety information, education and supplies to Flagstaff, Page and various tribal areas, (2) to decrease child passenger injuries through education, resources and community-based events specifically during Child Passenger Safety Week 2020, and (3) to support the Governor's Office of Highway Safety and Arizona Department of Health Services partnership of providing gently used car seats to the citizens of Sonora, Mexico.
PROJECT MEASURES:

Contract Objectives:

1. Hold three (3) events focused on Child Passenger Safety (CPS), during CPS week 2020, in Coconino County.

2. To support the AZ GOHS and the ADHS partnership by collecting, inspecting and transporting gently used or "recycled" car seats to Sonora quarterly.

3. To conduct/participate in 15 occupant restraint outreach/educational events, each quarter, during FFY 2020.

4. Collaborate with local law enforcement agencies to provide two (2) occupant protection campaigns per grant cycle.
GOALS/OBJECTIVES:

Federal 402 funds will support In-State Travel, and Materials and Supplies: Child Safety Seats, Manuals to enhance Occupant Protection throughout Coconino County.

Expenditures of funding pertaining to the OP/Occupant Protection Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Occupant Protection Program goals provided by the Arizona Governor’s Office of Highway Safety. The Occupant Protection Program goal is to improve the use of seatbelts and child safety seats to reduce the number of fatalities and injuries due to vehicular crashes throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign’s purpose, aggressive enforcement, and the high cost of Occupant Protection in terms of money, criminal, and human consequences.

PLEASE NOTE: Failure to submit Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Coconino County Public Health will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Travel In-State - To complete/attend the following travel in-state for Occupant Protection Activities: Travel Seats from Phoenix to Sonora

Materials and Supplies - To purchase/procure the following Materials and Supplies for Occupant Protection Activities: Child Safety Seats, Manuals

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor’s Office of Highway Safety.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.
The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Coconino County Public Health documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

**State Contract:**

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

**PROJECT EVALUATION:**

This project shall be administratively evaluated to ensure the objectives have been met.

**Quarterly Report**

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

> Original signatures on all Quarterly Reports and RCIs

- All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.

**Report Schedule**

<table>
<thead>
<tr>
<th>Reporting Period</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Quarterly Report and RCI (October 1 to December 31, 2019)</td>
<td>January 30, 2020</td>
</tr>
<tr>
<td>2nd Quarterly Report and RCI (January 1 to March 31, 2020)</td>
<td>April 20, 2020</td>
</tr>
<tr>
<td>3rd Quarterly Report and RCI (April 1 to June 30, 2020)</td>
<td>July 20, 2020</td>
</tr>
<tr>
<td>4th Quarterly Report and RCI (July 1 to September 30, 2020)</td>
<td>October 15, 2020</td>
</tr>
<tr>
<td>Final Statement of Accomplishments</td>
<td>October 15, 2020</td>
</tr>
</tbody>
</table>

The Quarterly Report shall be completed on the form available on-line and can be submitted by email to the Governor’s Office of Highway Safety.

*NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.*
Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Michael Oxtoby, Interim Chief Health Officer, Coconino County Public Health, shall serve as Project Director.

Heather Williams, Health Program Manager, Coconino County Public Health, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor’s Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor’s Office of Highway Safety. Electronically submitted RCIs will not be accepted. Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.
Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

**Types of Monitoring**

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

<table>
<thead>
<tr>
<th>Monitoring Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Awarded Amount:</strong></td>
</tr>
<tr>
<td>Under $50,000</td>
</tr>
<tr>
<td>$50,000 and over</td>
</tr>
<tr>
<td>$100,000+</td>
</tr>
<tr>
<td>Capital Outlay Greater than $25,000 (combined)</td>
</tr>
</tbody>
</table>

**Desk Review and Phone Conference**

Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.

**In-House Review**

Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.

**On-Site Monitoring**

Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee’s Agency with monitoring form...
completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.
Documentation

The Governor’s Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency’s respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor’s Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency’s letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor’s Office of Highway Safety on Agency’s official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor’s Office of Highway Safety.
ESTIMATED COSTS:

I. Personnel Services (overtime) $0.00
II. Employee Related Expenses (ERE) $0.00
III. Professional and Outside Services $0.00
IV. Travel In-State $560.00
   Transportation of Seats Phoenix to Sonora
V. Travel Out-of-State $0.00
VI. Materials and Supplies $13,578.00
   Child Safety Seats, Manuals
VII. Capital Outlay $0.00

TOTAL ESTIMATED COSTS $14,138.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Coconino County Public Health shall absorb any and all expenditures in excess of $14,138.00.
CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".
B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.

D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.

E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY’s regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.
VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.
XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

B. Not to participate directly or indirectly in the discrimination prohibited by any Federal nondiscrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, Non-Discrimination in Employment by Government Contractors and Subcontractors. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.
XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor’s Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program’s impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.
Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in
addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.
Certification Regarding Debarment, Suspension, and Other Responsibility Matter

A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,
debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (https://www.sam.gov).

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:
   Name: ____________________________________________
   Title: ____________________________________________
   Telephone Number: __________________ Fax Number: ________________
   E-mail Address: ______________________________________

2. Agency's Fiscal Contact:
   Name: ____________________________________________
   Title: ____________________________________________
   Telephone Number: __________________ Fax Number: ________________
   E-mail Address: ______________________________________
   Federal Identification Number: _________________________

3. REIMBURSEMENT INFORMATION:
   Warrant/Check to be made payable to:
   ____________________________________________________
   Warrant/Check to be mailed to:
   (Agency)
   (Address)
   (City, State, Zip Code)

4. DUNS Number:
   (DUNS #)
   (Registered Address & Zip Code)
Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:

Thomas D. Pristow, CCHHS
Director and Chief Health Officer

Date: 9/6/19
Telephone: 679-7755

Signature of Authorized Official of Governmental Unit:

Lena Fowler
Chair, Board of Supervisors

Date
Telephone
AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona’s Highway Safety Plan Program Area 402-OP, as approved for by the National Highway Traffic Safety Administration.

2. A. EFFECTIVE DATE:

   Authorization to Proceed Date

B. FEDERAL FUNDS:

   $14,138.00

3. AGREEMENT AND AUTHORIZATION TO PROCEED
   by State Official responsible to Governor for the
   administration of the State Highway Safety Agency

   ____________________________  ____________________________
   Alberto Gutier, Director  Approval Date
   Governor’s Office of Highway Safety
   Governor’s Highway Safety Representative
DATE: September 19, 2019

TO: Honorable Chair and Members of the Board

FROM: Thomas Pristow, Health and Human Services Director

SUBJECT: Consideration and possible action to approve Contract #2020-405h-004, in the amount of $3,795.00, between the Governor’s Office of Highway Safety and Coconino County Public Health Services District (CCPHSD), for the period October 1, 2019 to September 30, 2020, for the purchase of bicycle helmets and related program supplies.

RECOMMENDED MOTION:

Approve Contract #2020-405h-004, in the amount of $3,795.00, between the Governor’s Office of Highway Safety and Coconino County Public Health Services District (CCPHSD), for the period October 1, 2019 to September 30, 2020, for the purchase of bicycle helmets and related program supplies.

BACKGROUND:

The goal of the CCPHSD Injury Prevention program is to reduce the incidence of unintended injury and death in Coconino County.

This contract will help augment current efforts by providing for the purchase of 100 bicycle helmets and related program supplies to serve Flagstaff (including NAU), the Grand Canyon and Page.

This contract will increase pedestrian and bicycle safety awareness in Coconino County.

ALTERNATIVES:

The Board of Directors may elect to not approve the contract. However, other child passenger safety grants do not allow for the purchase of bike helmets. Without additional GOHS resources for equipment purchases CCPHSD will be unable to provide 100 bicycle helmets which can help reduce unintended injury and death.
FISCAL IMPACT:

The cost center for this contract is 1291.31.3106.4786.0000. Indirect does not apply as this contract is for equipment only.

ATTACHMENTS:

1 - Staff Report
2 - FY20 GOHS BICYCLE SAFETY CONTRACT
Interim Chief Health Officer Michael Oxtoby  
Coconino County Public Health Services District  
2626 North King Street  
Flagstaff, Arizona 86005

DOUGLAS A. DUCEY  
GOVERNOR  

ALBERTO GUTIER  
DIRECTOR  
GOVERNOR’S HIGHWAY SAFETY REPRESENTATIVE

PROJECT REFERENCE:  
Contract Number: 2020-405h-004  
Total Estimated Costs: $3,795.00  
Purpose of Project: Bicycle and Pedestrian Safety  
Materials & Supplies (Bike Helmets, U Locks),  
Travel I/S

Dear Interim Chief Health Officer Oxtoby:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been significant changes throughout the contract;
2. GOHS requires one single-sided copy with an original signature. If your agency requires additional copies with an original signature, print additional copies.
3. Have your fiscal staff complete the Reimbursement Instructions (page 21);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of, Matt Ryan, Board of Supervisors of Coconino County, as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor’s Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007. If your agency requires additional copies with an original signature, return them as well.

Please do not incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor’s Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

[Signature]

Alberto Gutier, Director  
Governor’s Highway Safety Representative

Enclosures

AG

Date

9-5-19.
GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor’s Highway Safety Representative authorizes deviation in writing.

<table>
<thead>
<tr>
<th>FAIN: 69A3752030000405hAZ0</th>
<th>Assistance Listings: 20.616</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. APPLICANT AGENCY</td>
<td>GOHS CONTRACT NUMBER:</td>
</tr>
<tr>
<td>Coconino County Public Health</td>
<td>2020-405h-004</td>
</tr>
<tr>
<td>ADDRESS</td>
<td>PROGRAM AREA:</td>
</tr>
<tr>
<td>2625 N. King Street, Flagstaff, AZ 86004</td>
<td>405h</td>
</tr>
<tr>
<td>2. GOVERNMENTAL UNIT</td>
<td>AGENCY CONTACT:</td>
</tr>
<tr>
<td>Coconino County</td>
<td>Heather Williams</td>
</tr>
<tr>
<td>ADDRESS</td>
<td>3. PROJECT TITLE:</td>
</tr>
<tr>
<td>219 E. Cherry Ave., Flagstaff, AZ 86001</td>
<td>Pedestrian and Bicycle Safety Related In-State Travel, and Materials and Supplies-Bike Helmets, U locks</td>
</tr>
<tr>
<td>4. GUIDELINES:</td>
<td>Project Period</td>
</tr>
<tr>
<td>405h</td>
<td>FFY 2020</td>
</tr>
<tr>
<td>5. BRIEFLY STATE PURPOSE OF PROJECT:</td>
<td>Project Period</td>
</tr>
<tr>
<td>Federal 405h funds will support In-State Travel, and Materials and Supplies: Bike Helmets, U Locks to enhance Pedestrian and Bicycle Safety throughout Coconino County.</td>
<td>FFY 2020</td>
</tr>
<tr>
<td>6. BUDGET COST CATEGORY</td>
<td>Project Period</td>
</tr>
<tr>
<td>Project Period</td>
<td>FFY 2020</td>
</tr>
<tr>
<td>I. Personnel Services</td>
<td>$0.00</td>
</tr>
<tr>
<td>II. Employee Related Expenses</td>
<td>$0.00</td>
</tr>
<tr>
<td>III. Professional and Outside Services</td>
<td>$0.00</td>
</tr>
<tr>
<td>IV. Travel In-State</td>
<td>$400.00</td>
</tr>
<tr>
<td>V. Travel Out-of-State</td>
<td>$0.00</td>
</tr>
<tr>
<td>VI. Materials and Supplies</td>
<td>$3,395.00</td>
</tr>
<tr>
<td>VII. Capital Outlay</td>
<td>$0.00</td>
</tr>
<tr>
<td>TOTAL ESTIMATED COSTS</td>
<td>$3,795.00</td>
</tr>
</tbody>
</table>

PROJECT PERIOD FROM: Effective Date TO: 09-30-2020

(Date of GOHS Director Signature)

CURRENT GRANT PERIOD FROM: 10-01-2019 TO: 09-30-2020

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $3,795.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.
PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Organization Size: 100

Total Population in city/town or county served: 140,776

County Served: Coconino County

Agency Problem/Attempts to Solve Problem:

Recent Arizona statewide data suggests incapacitating injuries for bicyclists are slightly rising. Locally, The City of Flagstaff reports pedestrian crashes increased from 2016-2017 and bicycle crashes went up from 2015 to 2017. Furthermore, over half of bicycle and pedestrian crashes were people aged 18-24, which encompasses the majority of students of NAU. The 2017 Arizona crash data shows that Coconino County was the third highest in state after Maricopa and Pima counties with 44 total crashes (injuries and fatalities combined)

Unfortunately, CCPHSD does not have the resources to effectively meet the scope of needs for the large county. Helmets, bicycle rodeo supplies and road safety tools are needed to augment current project to better serve the community and address this problem. In addition, CCPHSD is the only comprehensive injury prevention program in northern Arizona. CCPHSD provides education, assistance and resources to both children and adults throughout the county and tribal lands.

Agency Funding:

Federal 405h funds will support In-State Travel, and Materials and Supplies: Bike Helmets, U Locks to enhance Pedestrian and Bicycle Safety throughout Coconino County.

How Agency Will Solve Problem with Funding:

The Coconino County Public Health Services District (CCPHSD) Injury Prevention program is requesting grant funding in the areas of Pedestrian and Bicycle safety. If awarded, these funds will be used to enhance the current Injury Prevention programming in northern Arizona. A goal of the CCPHSD Injury Prevention program is to increase pedestrian and bicycle safety, education, resources and community-based events within Coconino County.
PROJECT MEASURES:

Contract Objectives:

1. To increase bicycle and pedestrian safety through education and community-based events consisting of 2 pedestrian events in the fall and 3 bicycle events in the spring.

2. To decrease bicycle crashes by assisting in education and community-based events such as Bike to Work/School Week road rules 101 and Northern Arizona University student orientation.

3. To partner with Flagstaff Police Department, City of Flagstaff and Northern Arizona University Police Department in the development of an on-line bicycle diversion and education program for students.
GOALS/OBJECTIVES:

Federal 405h funds will support In-State Travel, and Materials and Supplies: Bike Helmets, U Locks to enhance Pedestrian and Bicycle Safety throughout Coconino County.

Expenditures of funding pertaining to the PS/Pedestrian and Bicyclist Safety Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Pedestrian and Bicyclist Safety Program goals provided by the Arizona Governor’s Office of Highway Safety. The Pedestrian and Bicyclist Safety Program goal is to reduce the incidences of pedestrian and bicyclist fatalities and injuries on roadways and in School Zones through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign’s purpose, aggressive enforcement, and the high cost of Pedestrian/Bicyclist Safety in terms of money, criminal, and human consequences.

PLEASE NOTE: Failure to submit Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Coconino County Public Health will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Travel In-State - To complete/attend the following travel in-state for Pedestrian/Bicyclist Safety Activities: Bike Rodeo events

Materials and Supplies - To purchase/procure the following Materials and Supplies for Pedestrian/Bicyclist Safety Activities: Bike Helmets, U Locks

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor’s Office of Highway Safety.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.
The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Coconino County Public Health documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

**State Contract:**

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

**PROJECT EVALUATION:**

This project shall be administratively evaluated to ensure the objectives have been met.

**Quarterly Report**

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- Original signatures on all Quarterly Reports and RCIs
- All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another in on file with GOHS.

**Report Schedule**

<table>
<thead>
<tr>
<th>Reporting Period</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Quarterly Report and RCI (October 1 to December 31, 2019)</td>
<td>January 30, 2020</td>
</tr>
<tr>
<td>2nd Quarterly Report and RCI (January 1 to March 31, 2020)</td>
<td>April 20, 2020</td>
</tr>
<tr>
<td>3rd Quarterly Report and RCI (April 1 to June 30, 2020)</td>
<td>July 20, 2020</td>
</tr>
<tr>
<td>4th Quarterly Report and RCI (July 1 to September 30, 2020)</td>
<td>October 15, 2020</td>
</tr>
<tr>
<td>Final Statement of Accomplishments</td>
<td>October 15, 2020</td>
</tr>
</tbody>
</table>

The Quarterly Report shall be completed on the form available on-line and can be submitted by email to the Governor’s Office of Highway Safety.

**NOTE:** IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.
Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

**Note:** Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

Michael Oxtoby, Interim Chief Health Officer, Coconino County Public Health, shall serve as Project Director.

Heather Williams, Health Program Manager, Coconino County Public Health, shall serve as Project Administrator.

Gabriela Gallegos, Governor’s Office of Highway Safety, shall serve as Project Coordinator.

**REPORT OF COSTS INCURRED (RCI):**

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor’s Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor’s Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

**PROJECT MONITORING:**

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.
Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

**Types of Monitoring**

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

<table>
<thead>
<tr>
<th>Monitoring Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Awarded Amount:</strong></td>
</tr>
<tr>
<td>Under $50,000</td>
</tr>
<tr>
<td>$50,000 and over</td>
</tr>
<tr>
<td>$100,000+</td>
</tr>
<tr>
<td>Capital Outlay Greater than $25,000 (combined)</td>
</tr>
</tbody>
</table>

**Desk Review and Phone Conference**

Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.

**In-House Review**

Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.

**On-Site Monitoring**

Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee’s Agency with monitoring form
completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCT's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.
Documentation

The Governor’s Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency’s respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor’s Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency’s letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor’s Office of Highway Safety on Agency’s official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor’s Office of Highway Safety.
ESTIMATED COSTS:

I. Personnel Services (overtime) $0.00
II. Employee Related Expenses (ERE) $0.00
III. Professional and Outside Services $0.00
IV. Travel In-State
   Bicycle Rodeos $400.00
V. Travel Out-of-State $0.00
VI. Materials and Supplies
    Bike Helmets, U Locks $3,395.00
VII. Capital Outlay $0.00

TOTAL ESTIMATED COSTS *$3,795.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Coconino County Public Health shall absorb any and all expenditures in excess of $3,795.00.
CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor’s Office of Highway Safety (GOHS) hereinafter referred to as “STATE”, and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY’s Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".
B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.

D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.

E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY’s regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.
VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.
XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

B. Not to participate directly or indirectly in the discrimination prohibited by any Federal nondiscrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, Non-Discrimination in Employment by Government Contractors and Subcontractors. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.
XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.
Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in
addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.
Certification Regarding Debarment, Suspension, and Other Responsibility Matter

A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,
debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (https://www.sam.gov).

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:
   
   Name:
   
   Title:
   
   Telephone Number:_________ Fax Number:_________
   
   E-mail Address:_________

2. Agency's Fiscal Contact:
   
   Name:
   
   Title:
   
   Telephone Number:_________ Fax Number:_________
   
   E-mail Address:_________
   
   Federal Identification Number:

3. REIMBURSEMENT INFORMATION:
   
   Warrant/Check to be made payable to:

   Warrant/Check to be mailed to:

   (Agency)
   
   (Address)
   
   (City, State, Zip Code)

4. DUNS Number:
   
   (DUNS #)
   
   (Registered Address & Zip Code)
Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form L-31, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:

Thomas D. Pristow, CCHHS
Director and Chief Health Officer

Date 

Signature of Authorized Official of Governmental Unit:

Lena Fowler
Chair, Board of Supervisors

Date 

22
AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §405 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona’s Highway Safety Plan Program Area 405h, as approved for by the National Highway Traffic Safety Administration.

2. A. EFFECTIVE DATE: 

   Authorization to Proceed Date

B. FEDERAL FUNDS:

   $3,795.00

3. AGREEMENT AND AUTHORIZATION TO PROCEED
   by State Official responsible to Governor for the administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date
DATE: September 19, 2019

TO: Honorable Chair and Members of the Board

FROM: Thomas Pristow, Health and Human Services Director

SUBJECT: Consideration and possible action regarding approval of the Intergovernmental Agreement CTR043231 between the Arizona Department of Health Services (ADHS) and Coconino County Public Health Services District (CCPHSD), for the period of October 1, 2019, through September 30, 2020, in the amount of $556,354, to provide WIC ($489,854) and Breastfeeding Peer Counseling ($66,500) services.

RECOMMENDED MOTION:

Approve the Intergovernmental Agreement CTR043231 between the Arizona Department of Health Services (ADHS) and Coconino County Public Health Services District (CCPHSD), for the period of October 1, 2019, through September 30, 2020, in the amount of $556,354, to provide WIC ($489,854) and Breastfeeding Peer Counseling ($66,500) services.

BACKGROUND:

CCPHSD has been providing WIC nutrition services since 1974 and the Breastfeeding Peer Counseling program since 2005.

WIC is a federally funded program providing participant-centered services (PCS) including nutrition and breastfeeding information and support, specific supplemental healthy foods through the issuance of food instruments/benefits that can be used at ADHS-approved grocery stores and farmers’ markets, and referrals to other health and human services as an adjunct to good health care during critical times of growth and development. Service population eligibility for the WIC Program is based upon federal regulations such as participant category (pregnant and breastfeeding woman, infant or child under five (5) years of age, a household income at or below 185% of federal poverty guidelines, residence within the service area, and nutrition risks. The IGA will provide services to 2,400 participants per month. WIC caseload to be served in FY20 increased from 2,300 to 2,400 per month over the past fiscal year.

The Breastfeeding Peer Counseling Program is an evidence-based program. It has been a significant factor in improving initiation and duration rates of breastfeeding among women by combining peer counseling with the ongoing WIC breastfeeding promotion and support. These efforts have the potential to significantly impact breastfeeding rates among WIC participants,
and most significantly, increase the harder to achieve breastfeeding duration rates. The Breastfeeding Program uses the “Loving Support to Implement Best Practices in Peer Counseling” curriculum to improve breastfeeding initiation and duration rates. Peer Counselors provide breastfeeding education and support to clients via telephone calls and in-person contacts at local WIC offices.

ALTERNATIVES:

Navajo Nation provides WIC services to Native American reservation residents from their Tuba City office. The Native Americans for Community Action (NACA) previously provided WIC services. However, their service provision will discontinue as of 9/30/2019. Without approval of this IGA, County residents would be challenged to receive WIC services from another service provider.

Breastfeeding services are provided through the Flagstaff Medical Center, but participants pay a fee for their services and a monthly fee for breast pump rentals. CCPHSD services are at no cost. Breastfeeding support is also available through the La Leche League of Northern Arizona, but participants must be a member of the La Leche League and pay a membership fee. La Leche League does not provide breast pumps or any other incentive to their clientele.

Opting not to approve this contract would have an adverse health impact on women, infants, and children living at or below the poverty level.

FISCAL IMPACT:

The WIC budget cost center is 1262.31.3106.4795.0000. The Breastfeeding Peer Counselor budget cost center is 1280.31.3106.4819.0000. These are all recurring expenses.

ATTACHMENTS:

1 - Staff Report
2 - IGA
WIC AND BFPC SERVICES

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to Terms and Conditions, Page Seven (7), Provision Six (6), Contract Changes; the Intergovernmental Agreement is amended to revise the following:
   1.1 The Scope of Work is revised and replaced by the Scope of Work of this Amendment Four (4).
   1.2 The Price Sheet is revised and replaced by the Price Sheet of this Amendment Four (4).
   1.3 The Title above has changed from WIC, BFPC, FMNP and ONED SERVICIES to WIC and BFPC SERVICES of this Amendment Four (4).

All other provisions of this agreement remain unchanged.

Contractor Name: Coconino County Public Health District

Address: 2625 N. KING STREET

<table>
<thead>
<tr>
<th>CITY</th>
<th>STATE</th>
<th>ZIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>FLAGSTAFF</td>
<td>ARIZONA</td>
<td>86004</td>
</tr>
</tbody>
</table>

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

Authorized Signature

Lena Fowler
Chair, Board of Supervisors

Signature Date

Signed this __________ day of __________ 20__

Print Name

Procurement Officer

Contract No.: CTR043231, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature Date

Assistant Attorney General

Print Name
SCOPE OF WORK

1. BACKGROUND

The Arizona Department of Health Services (ADHS) Bureau of Nutrition and Physical Activity (BNPA) administers funds provided by the United States Department of Agriculture (USDA) for the operation of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling Program (BFPC) for the State of Arizona. The USDA nutrition programs are discretionary, and each provides a specific service to women, infants, and children who are low income and at nutrition risk. The overall goal of all the USDA Nutrition Programs is to improve the health status of eligible participants through adoption of healthy behavioral lifestyle changes and to help prevent the occurrence of health problems.

1.1 WIC Nutrition Services

The WIC Program accomplishes this goal by providing participant-centered services (PCS) including nutrition and breastfeeding information and support, specific supplemental healthy foods through the issuance of food benefits that can be used at ADHS-approved grocery stores and farmers’ markets, and referrals to other health and human services as an adjunct to good health care during critical times of growth and development. Service population eligibility for the WIC Program is based upon federal regulations such as participant category (pregnant and breastfeeding woman, infant or child under five years of age), a household income at or below one hundred and eighty-five percent (185%) of federal poverty guidelines, residence within the service area, and nutrition risks.

To be considered as a WIC Local Agency, the organization must be a local public or private non-profit organization, County health department, or tribal entity under contract with ADHS to provide WIC services according to the WIC Program federal regulations and state policies and procedures. The State awards a WIC Contract based on the ability of the organization to provide WIC services, potentially eligible population, need, response to the Scope of Work, information technology capacity, and available funds. The State determines and awards the WIC contract amount based on a funding formula using several factors such as a base level for a program to function, the amount of caseload negotiated with each Local Agency, and quality of performance.

1.1.1 Specific objectives for nutrition services (based on Healthy People 2020 goals) are:

1.1.1.1 To increase the incidence of breastfeeding to eighty-two percent (82%) of women initiating breastfeeding;

1.1.1.2 To increase the duration of breastfeeding to sixty-one percent (61%) of women breastfeeding for the first six (6) months of their baby’s life;

1.1.1.3 To increase the duration of breastfeeding to thirty-four percent (34%) of women breastfeeding for the first year of their baby’s life;

1.1.1.4 To increase the rate infants are exclusively breastfed to forty-four percent (44%) at three (3) months and twenty-four percent (24%) at six (6) months;

1.1.1.5 To reduce the proportion of adults who are considered obese to thirty-one (31%);

1.1.1.6 To reduce the proportion of children ages two to five (2-5) who are considered obese to ten (10%);

1.1.1.7 To increase the consumption and variety of fruits and vegetables by those two (2) and older;

1.1.1.8 To increase the consumption of whole grains by those two (2) and older; and
1.1.1.9 To increase the proportion of children ages birth to two (0-2) who view no television or videos on an average day to forty-five percent (45%).

1.2 Breastfeeding Peer Counseling (BFPC)

1.2.1 In 2003, the USDA Food and Nutrition Service (FNS) entered into a cooperative agreement with Best Start Social Marketing (Best Start) to gather information to obtain a clear understanding of the components that are necessary to sustain effective peer counseling programs and how to structure these programs so they are cost effective and manageable. They developed the program "Using Loving Support to Implement Best Practices in Peer Counseling", which is a training and technical assistance project that will be used as a model to aid WIC in designing, building, maintaining, and sustaining peer counseling programs that will improve breastfeeding initiation and duration rates. Arizona will be using this program to guide and develop the state peer counseling program.

1.2.2 The discretionary peer counseling services are considered an adjunct support to WIC breastfeeding services to help achieve the WIC Nutrition Services objectives regarding breastfeeding.

1.2.3 Peer counseling has been a significant factor in improving initiation and duration rates of breastfeeding among women in a variety of settings, including disadvantaged and WIC populations representing diverse cultural backgrounds and geographical locations. Peer counselors are especially effective in communities where role models for breastfeeding behaviors, knowledgeable health care providers, and cultural practices that include breastfeeding as the norm, are scarce. Combining peer counseling with the ongoing WIC breastfeeding promotion and support efforts has the potential to significantly impact breastfeeding rates among WIC participants, and most significantly, increase the harder to achieve breastfeeding duration rates. WIC Local Agencies are strongly encouraged to provide peer counseling services in addition to the ongoing breastfeeding support to their WIC participants. Contractors must provide a breastfeeding friendly environment and have policies to accommodate participants and staff who are breastfeeding.

2. OBJECTIVE

At a minimum, to provide WIC services while allowing each County Health Department Local Agency (Contractor) to provide, at their discretion, Breastfeeding Peer Counseling Services.

3. SCOPE OF WORK

3.1. WIC Services

The WIC Program Contractor shall perform all the work required to administer and provide WIC services to eligible participants according to the Arizona WIC Program Policies and Procedures Manual (WIC PPM). These include, but are not limited to the following activities:

3.1.1 Perform WIC certification procedures such as categorical and income screening and health and nutrition assessments;

3.1.2 Provide participant centered nutrition and breastfeeding support services to WIC participants;

3.1.3 Provide the mandatory and appropriate additional referrals reflecting the needs of the individual WIC participants;

3.1.4 Issue WIC food benefits tailored to meet the needs of the participants;
3.1.5 Ensure the collection and recording of accurate information;

3.1.6 Provide professional training, mentoring and monitoring of WIC staff competencies necessary for delivery of required services;

3.1.7 Provide administrative functions for operation of the WIC Program; and

3.1.8 Prepare and submit all required plans/reports in accordance with this Agreement and the WIC PPM.

3.2. Breastfeeding Peer Counseling (BFPC)

WIC BFPC Contractors shall perform all the work required to administer and provide additional breastfeeding support services to WIC mothers following the Loving Support best practice guidelines for peer counseling services and according to the original Contractor’s proposal in order to increase the breastfeeding rate and duration of breastfeeding.

4. TASKS AND REQUIREMENTS

4.1. WIC Services Outreach, Retention, and Referrals

4.1.1 Conduct outreach activities targeting high risk and underserved populations by developing written and verbal presentations or utilizing available materials to inform potentially WIC eligible individuals of the availability of the WIC Program and to explain the benefits of participation according to the outreach plan proposal submitted and accepted with this Agreement.

4.1.2 Conduct retention activities to maintain and increase the participation of current WIC enrollees.

4.1.3 Establish community partnerships with, at a minimum, the mandatory referral agencies, local hospitals, OB/GYN and pediatricians offices, and provide regular contacts according to the outreach and plan proposal submitted and accepted with this Agreement.

4.1.4 Establish community partnerships with community organizations such as food banks, community organizations, human and social services, school districts, etc. according to the outreach and referral plan proposal submitted and accepted with this Agreement.

4.1.5 Establish a referral system with breastfeeding/lactation specialists, including but not limited to, International Board Certified Lactation Consultants (IBCLC), Certified Lactation Counselors (CLC), Certified Breastfeeding Counselors (CBC), and Certified Lactation Educators (CLE) according to the outreach and referral plan proposal submitted and accepted with this Agreement.

4.2. Additional BFPC Outreach Tasks:

4.2.1 Develop and document an internal referral link between WIC Program and WIC Peer Counseling Program when applicable. Interaction between WIC Program and WIC Peer Counseling Program shall occur at least monthly and may be in the form of site visits from Peer Counselors, participation of Peer Counselors in WIC clinic meetings, and/or additional training for WIC clinic staff and Peer Counselors.

4.3. Participant Records:

4.3.1 Follow and maintain documentation of participant centered certification and administrative procedures as described in the WIC PPM, including but not limited to:
4.3.1.1 Eligibility and ineligibility determinations;
4.3.1.2 Nutrition assessments;
4.3.1.3 Nutrition and breastfeeding education and support;
4.3.1.4 Nutrition and breastfeeding counseling;
4.3.1.5 Encourage participants in setting behavioral goals;
4.3.1.6 Appropriate referrals;
4.3.1.7 Program abuse; and
4.3.1.8 Food benefit issuances.

4.3.2 Maintain inventory and accountability records, as set forth in the WIC PPM for eWIC cards.

4.3.3 Assure participant confidentiality by obtaining written permission from affected program participant(s) prior to the release of participant information to any agency. The Contractor shall have a written agreement, completed in accordance with 7 CFR (Code of Federal Regulations) 246.26 (h)(3), and the Arizona WIC Policy and Procedure Manual, with any agency or program that will share participant information. The above federal regulation details the implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information.

4.3.4 Staff shall only access the WIC Computer Data System and client files for business related reason(s).

4.3.5 Ensure paper files containing confidential participant information are stored in a secure location in the clinic, archived when appropriate, and destroyed according to the retention schedule. All files should be destroyed in an appropriate manner.

4.3.6 The Contractor shall notify the State Agency immediately by telephone call and email upon the discovery of a breach of a participant’s confidentiality.

4.3.7 The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of participant information, including:

4.3.7.1 What data elements were involved and the extent of the data involved in the breach;
4.3.7.2 A description of the unauthorized person(s) known or reasonably believed to have improperly used or disclosed the protected information;
4.3.7.3 A description of where the protected information is believed to have been improperly transmitted, sent, or utilized;
4.3.7.4 A description of the probable causes of the improper use or disclosure; and
4.3.7.5 Whether Arizona Revised Statutes (A.R.S) § 18-545 or any other federal or state laws requiring individual notifications of breaches are triggered.

4.3.8 The Contractor shall provide a written report of the investigation to the Chief of the Bureau of Nutrition and Physical Activity (BNPA)/WIC Director and Program Integrity Manager within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include the information
specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

4.3.9 The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach using non WIC funds. The BNPA Chief/WIC Director, Program Integrity Manager, and Assistant Attorney General shall approve the time, manner and content of any such notifications. The Contractor will arrange and pay for any mitigation (e.g. LifeLock) for participants at risk for identity theft because of breach of security of information.

4.4. Service Delivery and Program Rules

The Contractor shall:

4.4.1 Determine eligibility of persons requesting WIC services by screening individuals in accordance with procedures set forth in the WIC PPM; Eligible program participants shall include the following categories whose household income does not exceed 185% of the current designated federal poverty guidelines, who have a nutritional risk as defined in the WIC PPM, and reside in Arizona as defined by the WIC PPM;

4.4.1.1 Pregnant women, breastfeeding women up to twelve (12) months post-partum, and non-breastfeeding women up to six (6) months following the end of a pregnancy,

4.4.1.2 Infants from birth to age one (1), and

4.4.1.3 Children from age one (1) year up to five (5) years of age.

4.4.2 Provide complete nutrition assessment and document results and follow-up in accordance with Value Enhanced Nutrition Assessment (VENA) initiative as outlined in Chapter 2 and 7 of the Arizona WIC Policy and Procedure Manual.

4.4.3 Provide participant-centered nutrition education to participants and appropriately utilize materials provided by the State;

4.4.4 Assist participants in setting goals for behavioral change and follow-up on goals set;

4.4.5 Promote breastfeeding to WIC participants and provide breastfeeding education and support, and refer to and promote the Breastfeeding Peer Counseling Program, when appropriate;

4.4.6 Prescribe and tailor a food package appropriate to the participant's nutritional risk(s), category, and cultural preferences and issue food benefits as set forth in the WIC PPM;

4.4.7 Provide program participants with information about available health and social services to which the participant could be referred. The participant shall be provided with written information regarding community services and referrals in accordance with the WIC PPM and Contractor referral procedures;

4.4.8 Coordinate WIC Services with other health and social services available within the service area, including but not limited to immunizations, voter registration, and breastfeeding support;

4.4.9 Provide information, check for understanding, and document training to participants on program rules, regulations, WIC approved foods, use of eWIC cards, and food benefit use and redemption. The training shall be documented in the participant's record as set forth in the WIC PPM;

4.4.10 Consider the impact of scheduling practices, hours of operation, and clinic closures on caseload and WIC applicants' access to services.
4.4.11 Additional BFPC Service Delivery tasks:

4.4.11.1 Accept referrals generated from calls to the ADHS Pregnancy and Breastfeeding Hotline into the Peer Counseling Program;

4.4.11.2 Provide peer counseling services, when appropriate. Services shall be made available outside of usual clinic hours and outside of the WIC clinic, but may also be available during usual clinic hours and in the WIC clinic; and

4.4.11.3 Provide supervision, mentoring, monitoring, and evaluation of peer counselors, when appropriate.

4.5. Participant-Centered Nutrition Education

The Contractor shall:

4.5.1 Prepare and submit a two (2) year Nutrition Services and Training Plan for participants to include, but not be limited to:

4.5.1.1 Adoption and Implementation of ADHS goals for nutrition services. In addition, Local Agencies will identify their own goals for nutrition services in this plan.

4.5.1.2 Adoption and implementation of the State objectives for staff training and client interventions related to the goals for nutrition services. In addition, Local Agencies are required to provide at least one (1) additional objective for each goal.

4.5.2 Provide and document participant-centered nutrition education to all WIC adult participants, and to parents or caretakers of participants according to the guidelines of the State Nutrition Services Plans. A minimum of two (2) nutrition education contacts in each six (6) month certification period shall be made and documented in the participant's record. Breastfeeding women, children, infants and migrants from any eligibility category are certified for one (1) year and will receive one (1) nutrition education contact for each three (3) month period. Pregnant women certified through six (6) weeks postpartum will receive one (1) nutrition education contact for each three (3) month period.

4.5.3 Provide and document professional supervision, mentoring and monitoring of staff at the clinic level on a regular basis, in accordance with Contractor Self-Assessment requirements and as often as necessary, to ensure competence.

4.5.4 Offer, as often as necessary, high- and medium-risk nutrition education/counseling by an RD to all participants deemed high-risk upon assessment. As defined in the WIC PPM Local Agencies may designate a Bachelor's degree nutritionist or Dietetic Technician Registered to provide medium-risk counseling to participants under the supervision of the RD.

4.5.5 Expend for nutrition education activities an aggregate amount that is not less than the sum of one-sixth (1/6) of the amount the Contractor receives for provision of WIC services each contract year. If the one-sixth (1/6) amount is not expended for nutrition education activities, ADHS may request the Contractor to return an amount equal to the difference between the one-sixth (1/6) requirement and the actual amount expended. If ADHS must pay a penalty to the Federal Government, Costs that can be applied to meet the one-sixth (1/6) requirement for nutrition education include:

4.5.5.1 Salary and other costs for time spent on nutrition education, whether with an individual or group;

4.5.5.2 The cost of procuring and producing nutrition education materials;
4.5.5.3 The cost of training nutrition educators, including costs related to conducting training sessions and purchasing and producing training materials;

4.5.5.4 The cost of conducting participant evaluations of nutrition education;

4.5.5.5 The salary and other costs incurred in developing the nutrition education plan; and

4.5.5.6 Other ADHS-approved costs.

4.5.6 Coordinate nutrition education activities and messages. Wherever possible, the Contractor shall utilize USDA and/or AZ Health Zone materials and messages to ensure common nutrition messages.

4.5.7 The Contractors will provide documentation that a minimum of four percent (4%) of their annual WIC expenditures have been used to support breastfeeding promotion and education. If the 4% is not expended for breastfeeding promotion and education activities, ADHS may request the Contractor to return an equal to the difference between the four percent (4%) and the actual amount expended IF ADHS must pay a penalty to the Federal Government.

4.6. Staffing

The Contractor shall:

4.6.1 Designate a WIC Program Director/Manager who is an RD, with previous WIC and/or community health experience to manage and administer the WIC Program and may provide high-risk nutrition counseling and/or formula authorization to WIC participants. If an RD is on staff to provide the WIC RD services and with prior approval from ADHS, the Contractor shall designate a Director with a minimum of an undergraduate degree from an accredited institution in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as home economics or biochemistry with an emphasis in nutritional science or public health administration. With prior approval from ADHS, number of years working in a WIC Program Director/Manager capacity may substitute for some years of education.

4.6.2 All Contractors will identify an RD to serve as the Contractor Nutrition Coordinator as defined in the WIC PPM. The Nutrition Coordinator will oversee all WIC nutrition services for the Contractor. If a Contractor has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of nutrition services within the Contractor to be approved by ADHS.

4.6.3 Provide an appropriate number of RDs to perform high-risk and medium-risk counseling, formula authorization, and as necessary, certification of participants. The Contractor shall provide the RD services in a number proportional to the agency’s high-risk caseload in accordance with the WIC PPM, The Contractor may hire nutrition degree graduates or Registered Dietetic Technicians, to do medium-risk counseling, formula authorization, and as necessary participant certification under the direction of an RD. If a Contractor has a barrier to having an RD on staff, the agency must submit in writing to ADHS with their plan for providing high risk nutrition counseling to participants.

4.6.4 When applicable and necessary, provide an appropriate number of adequately trained certification specialists to provide categorical and financial eligibility screening, pre-certification and record required documentation, in accordance with the WIC PPM, as well as administrative support services when necessary. Such individuals shall have the minimum of a high school degree or equivalent and must complete the state training requirements and be certified by the Contractor as competent according to the competencies for the position. Previous nutrition or health related job experience is desirable. These individuals shall meet individual ADHS competencies as set forth in the WIC PPM prior to providing each service such as certifying applicants for participation and/or providing health assessments in the Arizona
WIC Program Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision.

4.6.5 Provide an appropriate number of adequately trained nutrition education specialists to provide certification and nutrition education services to participants in accordance with the WIC PPM. Such individuals will have the minimum of a high school diploma with nutrition experience, education, and training that have been certified by local or state agencies to be competent for the position. An Associate or Bachelor’s degree is highly preferred. These individuals shall meet the ADHS competencies for Nutrition Education Specialists as set forth in the WIC PPM prior to certifying applicants for participation and/or providing nutrition education in the Arizona WIC Program. Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision.

4.6.6 All Contractors will identify an International Board Certified Lactation Consultant (IBCLC) to serve as the Contractor Breastfeeding Coordinator as defined in the WIC PPM. The Breastfeeding Coordinator will oversee all WIC breastfeeding services for the Contractor to ensure all participants have access to breastfeeding promotion and support services. If a Contractor has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of breastfeeding services within the Contractor to be approved by ADHS.

4.6.7 All Contractors will identify a Training Coordinator as defined in the WIC PPM. The Training Coordinator will oversee and facilitate both new employee and ongoing WIC training for the Contractor including certifying that staff has met competencies prior to providing services without supervision. If a Contractor has barriers to this staffing standard, they must submit in writing to ADHS their plan for coordination of training services within the Contractor to be approved by ADHS.

4.6.8 All Contractors will identify an Outreach Coordinator who will oversee and facilitate activities and efforts to retain current WIC enrollees and outreach to potentially eligible population not currently enrolled in WIC, and participate in outreach-related workgroups. If a Contractor has barriers to this staffing standard, they must submit in writing to ADHS their plan for coordination of outreach activities within the Contractor to be approved by ADHS.

4.6.9 Provide staff to conduct outreach activities targeting high risk and underserved populations, including but not limited to homeless and migrants, by developing written and verbal presentations or utilizing available materials to inform the potentially eligible individuals of the availability of WIC Program and explain the benefits of participation.

4.6.10 When applicable and necessary, provide WIC Clerks to perform administrative support within WIC clinics at the option of the Contractor. Such individuals shall have the minimum of a high school degree or equivalent. They must meet WIC Program competencies. Previous clerical or work experience is desirable.

4.6.11 Maintain a record of training provided, monitoring, and observation results of staff competencies in each staff file and/or the state Learning Management System (LMS)

4.7. Additional BFPC Service Staffing

4.7.1 Employ a BFPC Program Manager to plan, direct and coordinate general operation of Peer Counseling Program. Ideal candidate will be an International Board Certified Lactation Consultant (IBCLC), have WIC experience, and be familiar with community resources.

4.7.2 Develop a support referral system for peer counselors with community Lactation Consultants, including IBCLCs, if the BFPC Program Manager is not an IBCLC or is unable to fulfill consultation duties for any reason.
4.7.3 Employ Breastfeeding Peer Counselors to provide services. Qualifications for peer counselors shall be previous personal experience with breastfeeding, enthusiasm for helping others to succeed at breastfeeding, and similarities with the WIC population the program serves (including similar age, ethnic background, and language spoken). Exemptions to the peer counselor qualifications must be approved by ADHS before hire. When possible, peer counselors should be current or previous WIC participants.

4.8. Staff Training

The Contractor shall:

4.8.1 Train new staff as outlined in the ADHS developed new employee training plan.

4.8.2 Register and ensure all WIC staff complete all ADHS required WIC on-line courses according to the time requirements set forth by the State through ADHS Learning Management System (LMS) at az.train.org, or state-assigned LMS System in accordance with the ADHS WIC PPM.

4.8.3 In addition to state requirements for competency trainings, Local Agencies must implement and adopt the state training standards as reflected in the Nutrition Education Plan and the ADHS WIC PPM. In addition, Local Agencies must participate in any mandatory training provided by ADHS due to changes in policy, procedures, and / or federal regulations.

4.8.4 Provide training for all new staff members regarding Civil Rights, Americans with Disabilities Act (ADA), and Voter Registration during their orientation and, annually, provide all staff with training on Civil Rights, ADA, and Voter Registration issues by completing the ADHS LMS courses on Civil Rights and Voter Registration or other courses or trainings that will be required by ADHS.

4.8.5 Provide one (1) representative for a maximum of six (6) mandatory, face-to-face, two (2) day meetings or trainings session in Phoenix, as scheduled by ADHS on a yearly basis. These meetings will be opportunities for the Contractor to discuss issues with regards to WIC policies and procedures, federal rules and regulations, and nutrition standards.

4.8.6 Provide one (1) representative for a maximum of twelve (12) GoToMeeting WIC Director teleconference meetings to receive information updates on WIC operations, policies and procedures, and other relevant materials being held in lieu of face to face meetings. This may include urgent meetings to discuss current events (e.g. government shutdown) and plan on managing the continuity of operations plan (COOP).

4.8.7 Provide one (1) representative to attend a two (2) day trainer conference in Phoenix during each fiscal year for skill and knowledge building.

4.9. Additional BFPC Staff Training:

4.9.1 Send the WIC Director or designee and the Breastfeeding Peer Counselor Program Manager to a two (2) day training at the ADHS office in Phoenix during each Peer Counseling Program contract term.

4.9.2 Provide training of Breastfeeding Peer Counselors using the Loving Support through Peer Counseling curriculum within one (1) month of employment.

4.9.3 Provide continual education and adequate resources to peer counselors. Continual education shall include basic and continuing breastfeeding training, and may include opportunities to shadow lactation consultants, opportunities to meet with other peer counselors, and related training such as counseling skills, adult learning styles, and others.
4.9.4 Provide all WIC clinic staff the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families" through the Loving Support curriculum at least once during each Peer Counseling Program contract term.

4.10. Data Collection

The Contractor shall:

4.10.1 Utilize the hardware, software, and training provided by the Arizona WIC Program to operate the Contractor's portion of the WIC Computer Data System.

4.10.2 Complete all data elements required on the WIC Computer Data System as outlined in the WIC PPM.

4.10.3 WIC Computer Data System users are required to maintain integrity by keeping their username and password secure. Users shall not share their login information with others.

4.10.4 When applicable and necessary to fulfill WIC business functions, local WIC IT shall coordinate with ADHS WIC IT to ensure immediate restoration of technical equipment (i.e. ADHS owned equipment) to, include but not limited to, providing a temporary administrative account.

4.11. Administrative Services

The Contractor shall:

4.11.1 In addition to complying with the Guidance for Federal Grant Award Management (Blue Book) and State of Arizona Accounting Manual (SAAM) for Contractors of ADHS Funded programs, AND Chapter 12 and 13 of the Policy and Procedure Manual (PPM):

4.11.1.1 Maintain a formal inventory listing or subsidiary record of all equipment owned by the Contractor in an organized manner as a part of the official accounting system. Ensure the non-capital and capital equipment listing includes the following: Tag or ID number, Description, Purchase cost or fair market value on date of donation, Purchase or donation date, Location, Disposal Date, Funding Source, Serial Number, Manufacturer, Model Number, RAM size (if applicable), Specifications (if applicable), and Receipt/Invoice (proof of purchase).

4.11.1.2 Provide maintenance and upkeep for all equipment purchased with WIC funds. Maintenance may be provided through the Contractor's own organization or the Contractor may participate in State maintenance contracts where available.

4.11.1.3 Obtain written permission from ADHS prior to expending WIC funds to purchase equipment with a value of $5,000 or more.

4.11.1.4 Obtain written permission from ADHS prior to expending WIC funds for the purchase of any asset resource related item: hardware (e.g. computers, printers) or software, regardless of cost as well as their transfer or disposal; Contractors shall not directly dispose of any asset.

4.11.1.4.1 Once the asset resource related item is purchased ADHS must be provided the information listed in 8.1.1 within ten (10) business days of the item being received.

4.11.1.4.2 Transfer and disposals must follow the procedures outlined in the PPM.

4.11.1.4.3 Destroyed/Missing/Stolen asset resources must be reported upon discovery no later than ten (10) business days from the time of incident to the assigned ADHS WIC Nutrition Consultant.
4.11.1.5 Submit to ADHS for approval in writing any policy or procedure that deviates from those set forth in the Arizona WIC PPM.

4.11.1.6 Update the Contractor information on a timely basis on the WIC Clinic Search administrative website including but not limited to names of CEO/Health Officer, WIC Director, Clinic Supervisors, Nutrition Coordinator, Breastfeeding Coordinator, Training Coordinator, IT lead(s), clinic names, addresses, phone numbers, days and hours of operations, closure days, and other pertinent information for the public to know.

4.11.1.7 Provide at least ten (10) weeks written notice when planning on opening, moving, or suspending WIC services at any location.

4.11.1.8 Read, timely, all ADHS provided documents and provide requested response, if applicable.

4.11.1.9 The Contractor Director shall ensure the State Agency has their most recent contact information in an effort to maintain current and accurate information in the Arizona Health Alert Network (AzHAN) account.

4.11.1.10 Maintain records of WIC services in WIC Computer Data System and electronic files of other WIC-related operations and trainings, if applicable, according to the WIC PPM, including but not limited to:

4.11.1.10.1 Signed consent for hemoglobin screening and anthropometrics;

4.11.1.10.2 Signed Rights and Obligations for enrolled participant files (active and inactive);

4.11.1.10.3 Eligible participant files (active and inactive);

4.11.1.10.4 Ineligible applicant signatures;

4.11.1.10.5 Monthly Participation Reports by Category and Ethnicity;

4.11.1.10.6 Outreach files;

4.11.1.10.7 Medical documentation;

4.11.1.10.8 Staff files: Trainings attended, skill observations, and Contractor Self Assessments;

4.11.1.10.9 Documentation of dual participation actions;

4.11.1.10.10 Waiting lists (when applicable);

4.11.1.10.11 Reconciliation of eWIC cards;

4.11.1.10.12 Civil rights file to include documentation and resolution of all civil rights complaints;

4.11.1.10.13 Documentation of annual civil rights and voter registration training of all employees; and

4.11.1.10.14 Documentation of WIC Confidentiality and Conflict of Interest forms.
4.11.1.11 Correct and resolve inappropriate or missing participant information, improbable assessment values, duplicate participation, and other quality assurance WIC Computer Data System issues identified in the report provided to the Contractor by ADHS within the timeframes specified in the WIC PPM.

4.11.1.12 Correct any regulatory deficiency or discrepancy noted during any of the three program Management Evaluations, Audits, Contractor Compliance Investigations or Program Financial Reviews within sixty (60) calendar days of the date of the audit report unless an extension date is granted by the auditing/reviewing agency and documented.

4.11.1.13 Prepare and submit individual electronic copies of the Contractor's Expenditure Reports (CER) for each contracted program according to the instructions and requirements of the WIC PPM.

4.11.1.14 Retain all evidentiary documentation (i.e. meal receipts) and submit to ADHS upon request for all expenses charged towards the WIC grant.

4.11.1.15 Prepare and submit Final Closeout CER invoice for each contracted program reflecting the cumulative expenditures for a contract year.

4.11.1.16 Prepare and submit WIC Contractor Quarterly Cost Summary Reports that matches the amount of each quarter's expenditures respectively in accordance with the requirements in the WIC PPM.

4.11.1.17 Prepare and submit an annual evaluation on the annual Contractor's Outreach Plan and a progress report on activities accomplished during the year.

4.11.1.18 Prepare and submit an annual evaluation on the Two (2) Year Nutrition Services and Training Plan and a progress report on activities accomplished during the year.

4.11.1.19 Prepare and submit an annual Amendment Application in accordance with the individual program requirements that will include budget breakdown of line items and budget justifications of any budget changes.

4.11.1.20 Prepare and submit a Contractor Annual Summary of the Contractor self-assessment(s). Contractor self-assessments must be done annually in the year that the Contractor has a Management Evaluation, and semi-annually in the year that they do not have a Management Evaluation.

4.11.1.21 Prepare and submit all required plans, reports, and documents in accordance with the requirements in the WIC PPM.

In the event the Arizona WIC Program funding is depleted (e.g. government shutdown) the Contractor may request permission to continue operating their program utilizing local funds. The Contractor will contact the Arizona WIC Director to discuss the feasibility of sustaining clinic operations and participant food redemption at authorized vendor locations. The Contractor may transfer funds to ADHS to ensure continued operation.

4.12. Additional Peer Counseling Administrative Services

4.12.1 Prepare and submit a Quarterly Report for the Peer Counseling services in the format provided by ADHS.

4.12.2 Present program logistics, highlights, and data at a Nutrition Programs meeting at a time and location to be determined by ADHS.
5. REFERENCE DOCUMENTS

5.1 Arizona WIC Program Policies and Procedures Manual: Refer to

5.2 Guidance for Federal Grant Award Management (Blue Book):


5.4 Federal Regulations: Refer to https://www.ecfr.gov/cgi-bin/text
idx?SID=a42889f84f99d66ec18d77c9b463c613&node=7:4.1.1.1.10&rgn=div5

5.5 7 CFR 246.14: program costs

5.6 7 CFR 246.26 (h)(2): notice to applicants and participants about the use and disclosure of confidential applicant and participant information

5.7 7 CFR 246.26 (h)(3): implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information

6. STATE PROVIDED ITEMS

ADHS shall provide the following:


6.2 Hardware and software necessary for operation of the WIC Computer Database System.

6.3 Learning Management courses for software training and nutrition education courses for staff to complete and/or pass.

6.4 Blank eWIC Cards.

6.5 Method for submitting expenditures. The ADHS WIC Program Manager or designee will accept and approve the expenditures prior to payment.

6.6 Nutrition Education Materials for participants.

6.7 Quarterly Report template (electronic) for Peer Counseling Program.

6.8 Technical assistance and support.

6.9 Breastfeeding material lending and library for Peer Counselor use.

6.10 Assistance with International Board Certified Lactation Consultant (IBCLC) career track or advanced lactation consultant education, when appropriate.

6.11 Loving Support through Peer Counseling curriculum, which includes the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families," when appropriate.
6.12 Monitoring of WIC Authorized Vendors for compliance with regulations and coordination with tribal and county officials when doing compliance buys for markets on a reservation.

6.13 Periodic redemption reports for issued benefits.

6.14 Formats for required reports.

7. DELIVERABLES

If applicable, any work plan or other documentation submitted to and accepted by ADHS regarding participation in WIC or BFPC shall be incorporated into this Agreement. Furthermore, any policy or procedure that deviates from those set forth in the Arizona WIC Program Policies and Procedures Manuals requires approval from ADHS prior to implementation.

The Contractor shall submit to ADHS:

7.1 Updated copies of Contractor Policies and Procedures that will include coordination and referral procedures with internal and external programs and agencies, i.e. WIC and Peer Counseling;

7.2 Prepare and submit individual electronic CER copies invoice for each program, not later than thirty (30) days following the end of each report month of the program year;

7.3 WIC Contractor Quarterly Cost Summary matching the WIC Contractor’s CER expenses not later than thirty (30) days following the end of each quarter report of the program year

7.4 Final CER invoice for each program not later than forty-five (45) days following the end of each Contract year;

7.5 WIC Contractor 4th Quarterly Final Cost Summary matching the WIC Contractor’s CER expenses, not later than forty-five (45) days following the end of each Contract year;

7.6 Each Contracted Program’s amendment application by the specified deadline for the following contract year which contains the following information:

7.6.1 Request for Caseload to be served;

7.6.2 Request for budget and budget justification;

7.6.3 Updated Participant Nutrition Services and Training Plan for the following contract year and a evaluation of the previous year’s activities;

7.6.4 Updated Outreach Plan of each Agreement year and a progress report of previous year’s activities; and

7.6.5 Any additional services and other documents specified.

7.7 All required responses to federal and state audits and reviews submitted in a timely manner

7.8 Additional Peer Counseling Deliverables

7.8.1 Quarterly reports for the Peer Counseling Program to be submitted fifteen (15) days after each quarter of the Agreement year.
8. PERFORMANCE STANDARDS AND AWARDS

8.1 Upon Agreement finalization, ADHS shall notify the Contractor by certified mail of the assigned caseload, and throughout the term of the Agreement, of any changes to the assigned caseload. The Contractor shall maintain an average monthly participation level in accordance with the following table:

<table>
<thead>
<tr>
<th>Caseload Assignment</th>
<th>% Maintained</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;10,000 participants/month</td>
<td>97%</td>
</tr>
<tr>
<td>10,000 to &lt;49,999 participants/month</td>
<td>98%</td>
</tr>
<tr>
<td>&gt;50,000 participants/month</td>
<td>99%</td>
</tr>
</tbody>
</table>

8.2 If, after each quarter of the Federal Fiscal Year (October through September), the Contractor has not attained the required participation level, ADHS will have the option of reducing the assigned caseload and resources to the Contractor’s current service level. ADHS may also then move the unused caseload and corresponding resources to other WIC Local Agencies in order to fully utilize the resources.

8.3 Local Agencies shall be eligible for one (1) or more of the following awards:

8.3.1 Any Contractor which meets one-hundred percent (100%) or more of its caseload assignment for three (3) consecutive months during the previous twelve (12) month period (April 1st through March 31st) may receive an award of $10,000 added to that agency’s following fiscal year WIC funding formula award if the Agreement is extended and additional expenditures can be identified;

8.3.2 Utilizing the “Nutrition Discussion Contact” report ran for the last six (6) months preceding time of application (September through February), any Contractor meeting ninety-five percent (95%) of its nutrition education documentation requirement for each participation time period may receive an award of $10,000 added to that agency’s following fiscal year WIC funding formula award if the Agreement is extended and additional expenditures can be identified;

8.3.3 The agency with the highest percentage of IENs in the first quarter (Oct 1st through Dec 31st) of each fiscal year within their Assigned Caseload Cohort may be eligible to receive an award added to the following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified. Assigned Caseload Cohorts and award amounts will be determined as follows:

<table>
<thead>
<tr>
<th>Assigned Caseload Cohort</th>
<th>Award Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 2000</td>
<td>$5,000</td>
</tr>
<tr>
<td>2000 - 8000</td>
<td>$10,000</td>
</tr>
<tr>
<td>More than 8000</td>
<td>$15,000</td>
</tr>
</tbody>
</table>

8.3.4 Pursuant to 7 CFR 246. 14, which allows the WIC program to fund nutrition services and administrative expenses, the Performance Awards may be part of the annual funding formula and awarded to the Contractor in the next contract year; and

8.3.5 USDA has the option to award breastfeeding performance awards to State Agencies who exceed the national average. If funds are awarded to Arizona, each Contractor program will receive a proration of the amount based upon the number of exclusively nursing women in their Local Agency. It will be a set amount, and may only be used for purposes outlined in the current federal guidelines.
9. NOTICES, CORRESPONDENCE AND REPORTS

9.1 Notices, correspondence, reports and invoices from the Contractor to ADHS shall be sent to:
Arizona Department of Health Services
150 N. 18th Avenue, Suite 310
Phoenix, Arizona 85007
Attention: WIC Program Manager

9.2 Notice, correspondence and reports from ADHS to the Contractor shall be sent to:
(Contractor to complete)

<table>
<thead>
<tr>
<th>Contractor:</th>
<th>Coconino County Public Health District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attention:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City, State, ZIP:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>
### PRICE SHEET

**WIC, BFPC, FMNP AND ONED SERVICES**

October 1, 2019 to September 30, 2020

**Agency Name:** Coconino County Public Health District

**Federal Award Identification Number (FAIN):** 197AZAZ7W:003

**Federal Award Date:** October 1, 2019

**CFDA number and name:** 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children

#### WIC Services

<table>
<thead>
<tr>
<th>Account Classification</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$303,352.00</td>
</tr>
<tr>
<td>Employee Related Expenses</td>
<td>$88,787.00</td>
</tr>
<tr>
<td>Professional &amp; Outside Services</td>
<td>$100.00</td>
</tr>
<tr>
<td>Travel Expense</td>
<td>$4,990.00</td>
</tr>
<tr>
<td>Occupancy Expenses</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Other Operating Expenses</td>
<td>$9,702.00</td>
</tr>
<tr>
<td>Capital Expenditures</td>
<td>$0.00</td>
</tr>
<tr>
<td>Indirect Cost</td>
<td>$1.00</td>
</tr>
<tr>
<td>RD Supplement</td>
<td>$81,422.00</td>
</tr>
</tbody>
</table>

**Total** $489,854.00

**Federal Award Identification Number (FAIN):** 197AZAZ1W5003

**Federal Award Date:** October 1, 2019

**CFDA number and name:** 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children

#### Breastfeeding Peer Counseling Services

<table>
<thead>
<tr>
<th>Account Classification</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$52,526.00</td>
</tr>
<tr>
<td>Employee Related Expenses</td>
<td>$11,487.00</td>
</tr>
<tr>
<td>Professional &amp; Outside Services</td>
<td>$1.00</td>
</tr>
<tr>
<td>Travel Expense</td>
<td>$1,145.00</td>
</tr>
<tr>
<td>Occupancy Expenses</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other Operating Expenses</td>
<td>$1,340.00</td>
</tr>
<tr>
<td>Capital Expenditures</td>
<td>$0.00</td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>$1.00</td>
</tr>
</tbody>
</table>

**Total** $66,500.00
Additional Terms and Conditions:

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items except for Registered Dietitian Expenses. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment. The Registered Dietitian line item may only be used to fund additional Registered Dietitian position(s) to meet high risk counseling requirements.

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

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

Additional WIC Program:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2020 is: 2,400

Additional Breastfeeding Peer Counseling Program:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids) are not allowable costs.
DATE: September 19, 2019

TO: Honorable Chair and Members of the Board

FROM: Marie Peoples, Deputy County Manager

SUBJECT: Discussion on Stronger as One activities and proposed acceptance of funding from NARBHA Institute to further the goals of increasing mental health resources and suicide prevention.

RECOMMENDED MOTION:

There is no motion needed, this is an informational update.

BACKGROUND:

This is an informational update and discussion on Stronger as One activities and proposed acceptance of funding from NARBHA Institute to further the goals of increasing mental health resources and suicide prevention.

ALTERNATIVES:

The Board may decide not to have the update.

FISCAL IMPACT:

There is no fiscal impact to having the discussion.

ATTACHMENTS:

1 - Staff Report
Date: 9/17/2019

James Jayne
County Manager
Coconino County
219 E. Cherry Ave.
Flagstaff, AZ 86001

Dear Recipient:

The NARBHA Institute is pleased to inform you that a grant has been approved in the amount of $152,047 (yr 1) for Stronger as One project Manager and Youth Engagement Coordinator as described in your grant proposal.

See Stronger as One Charter, incorporated herein by reference.

This letter and its attachments outline the terms and conditions of accepting our grant. Please read all the terms and conditions carefully. We will provide payment on the following terms:

Salary/ERE for Project Mgr ($82,374) and Youth Engagement Coordinator ($49,673) for federal FY 19/20, with same funding anticipated for Project Mgr only in FFY 20/21, subject to Institute board budget approval. Recipient shall be solely responsible for all employment of personnel and compliance with all labor/employment laws, payroll taxes, workers compensation, unemployment, benefits and the like. Position functions to be aligned with Stronger as One Charter. Year-one payment to be made lump-sum upon receipt of signed agreement, but not before 10/8/19.

Except as otherwise specified herein, the funds must be used specifically for the purposes described in your grant proposal within the timeframe described in such proposal. You must submit a written request to us in advance if you wish to change the purpose of the grant or if the funds are not expended within that time.

Upon signing this contract or accepting any funds, your agency states that you agree to notify us if there is any change in your public charity or governmental entity status. In addition, we request a report on the expenditure of our grant after you have completed work, and reserve the right to request interim reports as needed. Our general grant terms are attached to this letter and are incorporated by reference into this agreement.

This contract also gives the NARBHA Institute permission to use photographs, logos, published/printed information, and any other materials you supply, without further notice, in press releases and/or publications.

Congratulations on this recognition of your important efforts. We look forward to working with you.

Sincerely,

Mary Jo Gregory
President and Chief Executive Officer
The NARBHA Institute, Inc.

I have full authority to bind my agency, and my agency agrees to the terms herein and attached:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Name/title</th>
<th>Date</th>
</tr>
</thead>
</table>

616 N. Beaver Street • Flagstaff, AZ 86001 • (928) 233-8667
p. 1 of 3
GENERAL GRANT TERMS, CONDITIONS AND UNDERSTANDINGS
THE NARBHA INSTITUTE, INC.

In addition to the specific terms and conditions in the grant award letter, to which these General Grant Terms, Conditions and Understandings are attached, The NARBHA Institute (NARBHA) is awarding this grant to you as the Grantee contingent upon the following:

Tax-Exempt or Governmental Status:

You are a nonprofit organization currently recognized by the Internal Revenue Service as a public charity described in sections 501(c)(3) and 509(a)(1), (2), or (3) of the Internal Revenue Code of 1986 as amended (the "Code"), OR you are a governmental entity (a "governmental entity" is an entity is which is closely affiliated, generally by government ownership or control, with State and local governments.)

Your tax-exempt status under sections 501(c)(3) and 509(a) of the Code OR as a governmental entity has not changed since your application for the grant.

If you are NOT a governmental entity, there is no issue presently pending before any office of the Internal Revenue Service that could result in any proposed changes to your tax-exempt status under Sections 501(c)(3) and 509(a) of the Code.

Expenditure of Funds:

This grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the grant award letter and may not be expended for any other purpose without NARBHA's prior written approval.

If the grant is intended to support a specific project or to provide general support for a specific period, NARBHA reserves the right to request a refund of any portion of the grant unexpended at the completion of the project or the end of the period.

You may not expend any grant funds for any political or lobbying activity or for any purpose other than one specified in section 170(c) of the Internal Revenue Code.

No Assignment or Delegation:

You may not assign, or otherwise transfer, your rights or delegate any of your obligations under this grant without prior written approval from NARBHA.

Records and Reports:

You are required to keep a record of all receipts and expenditures relating to this grant and to provide NARBHA with a written report summarizing the project promptly following the end of the period during which you are to use all grant funds. NARBHA may also require interim reports. Your reports should describe your progress in achieving the purposes of the grant and include a detailed accounting of the uses or expenditure of all grant funds. You also agree to provide any other information reasonably requested by NARBHA.
Required Notification:

You are required to provide NARBHA with immediate written notification of: (1) any changes in your organization's tax-exempt or governmental status; (2) your inability to expend the grant for the purposes described in the grant award letter; or (3) any expenditure from this grant made for any purpose other than those for which the grant was intended.

Publicity:

You will allow NARBHA to review and approve the text of any proposed publicity concerning this grant prior to its release. NARBHA may include information regarding this grant, including the amount and purpose of the grant, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities, in NARBHA's periodic public reports, newsletters, and news releases.

Right to Modify or Revoke:

NARBHA reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if such action is necessary because you have not fully complied with the terms and conditions of this grant or to comply with any law or regulation.

If signature is required and NARBHA does not receive signed copies of its grant award letter and of these general grant terms within 30 days after the date of NARBHA's grant award letter, this grant may be revoked. If a signature is not required, then a check was enclosed with the award letter and Recipient accepts all terms by cashing such check. Failure to cash the check within any applicable check validity limit constitutes rejection of the award. NARBHA will not be responsible for any fees associated with unsuccessful attempts to cash any expired check.

By signing the acceptance line on the award letter (if required) or otherwise by cashing any enclosed check, the signer or check endorser certifies that they are authorized to accept this grant on behalf of the Grantee and to obligate the Grantee to observe all of the terms and conditions placed on this grant.

Attest:

Lena Fowler, Chair

Lindsay Daley, Clerk of the Board

Approved as to form:

Rose Winkeler, Deputy County Attorney
DATE:         September 19, 2019
TO:           Honorable Chair and Members of the Board
FROM:         Mike Townsend, Deputy County Manager/Finance Director
SUBJECT:      Presentation of Monthly Budget Update for September.

BACKGROUND:
Each month staff will provide a monthly budget update to the Board of Supervisors. Staff will revise and edit format and information as needed.

PURPOSE OF THE PRESENTATION:
Staff will be providing the Board of Supervisors with a monthly budget update.

ALTERNATIVES:
No alternative. Discussion only.

FISCAL IMPACT:
No fiscal impact. Discussion only.

ATTACHMENTS:
1 - Staff Report
2 - BUDGET UPDATE DOCUMENTS
COCONINO COUNTY
Board Budget Update, through August 31st, 2019 (17% of Year)
Summary Statements

Revenue:
County Sales Tax:
  19.36% of FY20 revenue budget through August
  17.99% at this point last year

State Shared Sales Tax:
  8.78% of FY20 revenue budget through July
  8.47% at this point last year

General Fund Expenditures
Non-Departmental consists of Department of Revenue Tax Collections Fees, which have been paid in full.
Superintendent of Schools is due to a $40,000 lease payment made at the beginning of the year.

Expenditures, All Funds
The County Attorney's Anti-Racketeering Fund has spent a large amount of its budget due to increased forfeiture revenue that is passed through to other agencies.
The Flood Control District has spent almost one third of its annual budget through August, due to Museum Fire flood mitigation efforts.
COCONINO COUNTY
FY 2020 Budget

County Manager’s Recommended Budget Allocations for Remaining One-Time Dollars

<table>
<thead>
<tr>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$235,688</td>
<td>Justice department mid-year consideration for costs due to increased caseloads, primarily capital cases.</td>
</tr>
<tr>
<td>$30,000</td>
<td>Court Reporter Digital Solutions Funding, additional $30,000 from Court Special Revenue Funds to match this GF $30,000 for a second courtroom</td>
</tr>
<tr>
<td>$20,000</td>
<td>Funding for the County portion of the downtown visioning partnership with the FDBA, City and NAIPTA</td>
</tr>
<tr>
<td>$150,000</td>
<td>Forest Industry Economic Development Fund. <em>(With Board support and approval, a plan will be developed by the Forest Restoration Director, Economic Development Manager and leadership with advice of the County Attorney for partnership investment in forest restoration under ARS 11-254.04.)</em></td>
</tr>
<tr>
<td>$30,000</td>
<td>Air curtain burner General Fund contribution</td>
</tr>
<tr>
<td>$465,688</td>
<td>Total available General Fund capacity at close of May 8, 2019 budget discussion</td>
</tr>
</tbody>
</table>

Project Status

- Approximately $46,000 appropriated for Public Defender’s limited-term (6 month) Attorney for increased caseload.
- Project currently on hold due to higher estimated costs from vendors. Department now fully staffed with Court Reporters.
- No funding spent yet.
- Economic Development Manager hired in August.
- GF contribution made, equipment purchased.
Coconino County
Board Budget Update, through August 31, 2019
Sales Tax Revenue by Month

<table>
<thead>
<tr>
<th></th>
<th>% change</th>
<th>% change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Sales Taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY18</td>
<td>FY19</td>
<td>FY20</td>
</tr>
<tr>
<td>July</td>
<td>$ 1,600,939</td>
<td>$ 1,508,513</td>
</tr>
<tr>
<td>August</td>
<td>$ 1,478,854</td>
<td>$ 1,598,450</td>
</tr>
<tr>
<td>% change</td>
<td>7.10%</td>
<td>0.68%</td>
</tr>
<tr>
<td>FY19/20</td>
<td>FY18/20</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State Shared Sales Tax</th>
<th>% change</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY18</td>
<td>FY19</td>
</tr>
<tr>
<td>July</td>
<td>$ 1,973,226</td>
</tr>
<tr>
<td>August</td>
<td>$ -</td>
</tr>
<tr>
<td>% change</td>
<td>3.20%</td>
</tr>
</tbody>
</table>
# COCONINO COUNTY

## Board Budget Update, through August 31st, 2019 (17% of Year)

### Revenue by Major Fund

<table>
<thead>
<tr>
<th>General Fund Revenue Categories</th>
<th>FY20 Budget</th>
<th>FY20 Actuals</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Sales Tax</td>
<td>$16,655,023</td>
<td>$3,224,969</td>
<td>19.36%</td>
</tr>
<tr>
<td>State Shared Sales Tax</td>
<td>25,152,714</td>
<td>2,207,666</td>
<td>8.78%</td>
</tr>
<tr>
<td>Property Taxes &amp; Penalties</td>
<td>10,611,686</td>
<td>132,980</td>
<td>1.25%</td>
</tr>
<tr>
<td>PILT</td>
<td>2,317,987</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Auto-In-Lieu</td>
<td>4,463,934</td>
<td>766,921</td>
<td>17.18%</td>
</tr>
<tr>
<td>Licenses &amp; Permits</td>
<td>1,406,150</td>
<td>208,603</td>
<td>14.84%</td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>1,104,020</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>6,854,290</td>
<td>999,625</td>
<td>14.58%</td>
</tr>
<tr>
<td>Fines, Fees &amp; Forfeits</td>
<td>1,262,350</td>
<td>101,097</td>
<td>8.01%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>426,825</td>
<td>128,893</td>
<td>30.20%</td>
</tr>
<tr>
<td>Total</td>
<td>$70,254,979</td>
<td>$7,770,754</td>
<td>11.06%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Jail District Revenue Categories</th>
<th>FY20 Budget</th>
<th>FY20 Actuals</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Sales Tax</td>
<td>$16,655,023</td>
<td>$3,224,969</td>
<td>19.36%</td>
</tr>
<tr>
<td>Bed Rentals</td>
<td>548,000</td>
<td>201</td>
<td>0.04%</td>
</tr>
<tr>
<td>Investment Income</td>
<td>185,000</td>
<td>18,788</td>
<td>10.16%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>19,700</td>
<td>843</td>
<td>4.28%</td>
</tr>
<tr>
<td>Total</td>
<td>$17,407,723</td>
<td>$3,244,801</td>
<td>18.64%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PHSD Revenue Categories</th>
<th>FY20 Budget</th>
<th>FY20 Actuals</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Taxes</td>
<td>$4,577,723</td>
<td>$26,734</td>
<td>0.58%</td>
</tr>
<tr>
<td>Program Revenues</td>
<td>1,131,283</td>
<td>147,084</td>
<td>13.00%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>6,000</td>
<td>5,591</td>
<td>93.18%</td>
</tr>
<tr>
<td>Total</td>
<td>$5,715,006</td>
<td>$179,409</td>
<td>3.14%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>HURF Revenue Categories</th>
<th>FY20 Budget</th>
<th>FY20 Actuals</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>HURF</td>
<td>$10,521,413</td>
<td>$1,985,136</td>
<td>18.87%</td>
</tr>
</tbody>
</table>
## COCONINO COUNTY

**Board Budget Update, through August 31st, 2019 (17% of Year)**

### Revenue by Major Fund

<table>
<thead>
<tr>
<th>Fund Category</th>
<th>FY20 Budget</th>
<th>FY20 Actuals</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auto-In-Lieu</td>
<td>2,157,654</td>
<td>441,524</td>
<td>20.46%</td>
</tr>
<tr>
<td>Program Revenues</td>
<td>177,420</td>
<td>7,155</td>
<td>4.03%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>254,176</td>
<td>66,619</td>
<td>26.21%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 13,110,663</strong></td>
<td><strong>$ 2,500,434</strong></td>
<td><strong>19.07%</strong></td>
</tr>
</tbody>
</table>

### RMST Revenue

<table>
<thead>
<tr>
<th>Categories</th>
<th>FY20 Budget</th>
<th>FY20 Actuals</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Sales Tax</td>
<td>$ 8,931,169</td>
<td>$ 1,986,245</td>
<td>22.24%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>33,359</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 8,964,528</strong></td>
<td><strong>$ 1,986,245</strong></td>
<td><strong>22.16%</strong></td>
</tr>
</tbody>
</table>

### Flood Control Revenue

<table>
<thead>
<tr>
<th>Categories</th>
<th>FY20 Budget</th>
<th>FY20 Actuals</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Tax</td>
<td>$ 3,633,989</td>
<td>$ 18,477</td>
<td>0.51%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>797,251</td>
<td>3,984</td>
<td>0.50%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 4,431,240</strong></td>
<td><strong>$ 22,461</strong></td>
<td><strong>0.51%</strong></td>
</tr>
<tr>
<td>DEPARTMENT/FUND</td>
<td>BUDGETED EXPENDITURES</td>
<td>ACTUAL EXPENDITURES</td>
<td>PERCENT EXPENDED</td>
</tr>
<tr>
<td>------------------------------</td>
<td>-----------------------</td>
<td>---------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>Adult Probation</td>
<td>$ 2,003,357</td>
<td>$ 281,128</td>
<td>14.0%</td>
</tr>
<tr>
<td>Assessor</td>
<td>$ 2,364,197</td>
<td>$ 299,809</td>
<td>12.7%</td>
</tr>
<tr>
<td>Board of Supervisors</td>
<td>$ 2,530,506</td>
<td>$ 349,286</td>
<td>13.8%</td>
</tr>
<tr>
<td>Career Center</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Clerk of Superior Court</td>
<td>$ 1,476,005</td>
<td>$ 195,539</td>
<td>13.2%</td>
</tr>
<tr>
<td>Community Development</td>
<td>$ 2,675,087</td>
<td>$ 340,996</td>
<td>12.7%</td>
</tr>
<tr>
<td>Community Services</td>
<td>$ 535,354</td>
<td>$ 45,217</td>
<td>8.4%</td>
</tr>
<tr>
<td>Constable</td>
<td>$ 136,337</td>
<td>$ 22,086</td>
<td>16.2%</td>
</tr>
<tr>
<td>County Administration</td>
<td>$ 4,182,119</td>
<td>$ 437,794</td>
<td>10.5%</td>
</tr>
<tr>
<td>County Attorney</td>
<td>$ 4,327,913</td>
<td>$ 717,710</td>
<td>16.6%</td>
</tr>
<tr>
<td>Facilities Management</td>
<td>$ 4,316,834</td>
<td>$ 811,013</td>
<td>18.8%</td>
</tr>
<tr>
<td>Finance</td>
<td>$ 1,428,691</td>
<td>$ 184,554</td>
<td>12.9%</td>
</tr>
<tr>
<td>Human Resources</td>
<td>$ 2,273,719</td>
<td>$ 235,096</td>
<td>10.3%</td>
</tr>
<tr>
<td>Information Technology</td>
<td>$ 4,078,296</td>
<td>$ 454,850</td>
<td>11.2%</td>
</tr>
<tr>
<td>Justice Courts - Flagstaff</td>
<td>$ 1,491,356</td>
<td>$ 210,993</td>
<td>14.1%</td>
</tr>
<tr>
<td>Justice Courts - Fredonia</td>
<td>$ 211,464</td>
<td>$ 27,778</td>
<td>13.1%</td>
</tr>
<tr>
<td>Justice Courts - Page</td>
<td>$ 483,594</td>
<td>$ 68,497</td>
<td>14.2%</td>
</tr>
<tr>
<td>Justice Courts - Williams</td>
<td>$ 492,271</td>
<td>$ 54,894</td>
<td>11.2%</td>
</tr>
<tr>
<td>Juvenile Court Services</td>
<td>$ 3,635,866</td>
<td>$ 470,712</td>
<td>12.9%</td>
</tr>
<tr>
<td>Legal Defender</td>
<td>$ 1,270,627</td>
<td>$ 191,395</td>
<td>15.1%</td>
</tr>
<tr>
<td>Non-Departmental</td>
<td>$ 84,127</td>
<td>$ 84,846</td>
<td>100.9%</td>
</tr>
<tr>
<td>Parks &amp; Recreation</td>
<td>$ 2,377,712</td>
<td>$ 265,632</td>
<td>11.2%</td>
</tr>
<tr>
<td>Public Defender</td>
<td>$ 2,673,187</td>
<td>$ 415,413</td>
<td>15.5%</td>
</tr>
<tr>
<td>Public Fiduciary</td>
<td>$ 820,471</td>
<td>$ 114,487</td>
<td>14.0%</td>
</tr>
<tr>
<td>Recorder</td>
<td>$ 2,364,705</td>
<td>$ 229,268</td>
<td>9.7%</td>
</tr>
<tr>
<td>Sheriff</td>
<td>$ 13,032,871</td>
<td>$ 1,664,827</td>
<td>12.8%</td>
</tr>
<tr>
<td>Superintendent of Schools</td>
<td>$ 547,506</td>
<td>$ 117,179</td>
<td>21.4%</td>
</tr>
<tr>
<td>Superior Court</td>
<td>$ 4,172,798</td>
<td>$ 642,023</td>
<td>15.4%</td>
</tr>
<tr>
<td>Treasurer</td>
<td>$ 800,684</td>
<td>$ 96,755</td>
<td>12.1%</td>
</tr>
<tr>
<td>TOTAL ALL DEPARTMENTS</td>
<td>$ 66,787,655</td>
<td>$ 9,029,779</td>
<td>13.5%</td>
</tr>
</tbody>
</table>
## COCONINO COUNTY
### Expenditures by Department
#### Fiscal Year 2020, through August (17%)

<table>
<thead>
<tr>
<th>DEPARTMENT/FUND</th>
<th>BUDGETED EXPENDITURES</th>
<th>ACTUAL EXPENDITURES</th>
<th>PERCENT EXPENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Probation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$2,003,357</td>
<td>$281,128</td>
<td>14%</td>
</tr>
<tr>
<td>Adult Probation State Enhancement</td>
<td>1,163,876</td>
<td>173,883</td>
<td>15%</td>
</tr>
<tr>
<td>Adult Intensive Probation</td>
<td>1,195,686</td>
<td>176,406</td>
<td>15%</td>
</tr>
<tr>
<td>Work Furlough Program</td>
<td>40,964</td>
<td>789</td>
<td>2%</td>
</tr>
<tr>
<td>Coconino Online Probation</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Interstate Compact Program</td>
<td>14,283</td>
<td>3,633</td>
<td>25%</td>
</tr>
<tr>
<td>Drug Treatment &amp; Education</td>
<td>168,917</td>
<td>20,606</td>
<td>12%</td>
</tr>
<tr>
<td>Deferred Prosecution</td>
<td>315,945</td>
<td>42,464</td>
<td>13%</td>
</tr>
<tr>
<td>Community Punishment Program</td>
<td>288,732</td>
<td>23,124</td>
<td>8%</td>
</tr>
<tr>
<td>Adult Probation Services</td>
<td>553,505</td>
<td>73,320</td>
<td>13%</td>
</tr>
<tr>
<td><strong>Department Total</strong></td>
<td><strong>$5,745,265</strong></td>
<td><strong>$795,354</strong></td>
<td><strong>14%</strong></td>
</tr>
<tr>
<td>Assessor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$2,364,197</td>
<td>299,809</td>
<td>13%</td>
</tr>
<tr>
<td>Assessor Storage &amp; Retrieval</td>
<td>30,335</td>
<td>121</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Department Total</strong></td>
<td><strong>$2,394,532</strong></td>
<td><strong>299,930</strong></td>
<td><strong>13%</strong></td>
</tr>
<tr>
<td>Board of Supervisors</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$2,181,619</td>
<td>326,503</td>
<td>15%</td>
</tr>
<tr>
<td><strong>Department Total</strong></td>
<td><strong>$2,181,619</strong></td>
<td><strong>326,503</strong></td>
<td><strong>15%</strong></td>
</tr>
<tr>
<td>Career Center</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$1,474,382</td>
<td>133,605</td>
<td>9%</td>
</tr>
<tr>
<td>Workforce in Action</td>
<td>10,000</td>
<td>248</td>
<td>2%</td>
</tr>
<tr>
<td>EDA Power Grant</td>
<td>16,264</td>
<td>11,555</td>
<td>71%</td>
</tr>
<tr>
<td><strong>Department Total</strong></td>
<td><strong>$1,500,636</strong></td>
<td><strong>145,408</strong></td>
<td><strong>10%</strong></td>
</tr>
<tr>
<td>Clerk of Superior Court</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$1,476,005</td>
<td>195,539</td>
<td>13%</td>
</tr>
<tr>
<td>Probate Enhancement Fees</td>
<td>42,221</td>
<td>6,208</td>
<td>15%</td>
</tr>
<tr>
<td>Spousal Maintenance</td>
<td>6,468</td>
<td>965</td>
<td>15%</td>
</tr>
<tr>
<td>DES IV-D Grant</td>
<td>39,789</td>
<td>3,823</td>
<td>10%</td>
</tr>
<tr>
<td>Integrated Family Court</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Clerk’s Forfeiture Fund</td>
<td>91,052</td>
<td>9,877</td>
<td>11%</td>
</tr>
<tr>
<td>JCEF Superior Court</td>
<td>31,251</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Clerk’s Storage &amp; Retrieval</td>
<td>38,736</td>
<td>9,657</td>
<td>25%</td>
</tr>
<tr>
<td><strong>Department Total</strong></td>
<td><strong>$1,725,522</strong></td>
<td><strong>226,070</strong></td>
<td><strong>13%</strong></td>
</tr>
<tr>
<td>Community Development</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$2,675,087</td>
<td>340,996</td>
<td>13%</td>
</tr>
<tr>
<td><strong>Department Total</strong></td>
<td><strong>$2,675,087</strong></td>
<td><strong>340,996</strong></td>
<td><strong>13%</strong></td>
</tr>
<tr>
<td>DEPARTMENT/FUND</td>
<td>BUDGETED EXPENDITURES</td>
<td>ACTUAL EXPENDITURES</td>
<td>PERCENT EXPENDED</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-----------------------</td>
<td>---------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>General Fund</td>
<td>$348,887</td>
<td>$22,783</td>
<td>7%</td>
</tr>
<tr>
<td>Department Total</td>
<td>$348,887</td>
<td>$22,783</td>
<td>7%</td>
</tr>
<tr>
<td>Community Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$535,354</td>
<td>$45,217</td>
<td>8%</td>
</tr>
<tr>
<td>Home Care</td>
<td>197,033</td>
<td>24,799</td>
<td>13%</td>
</tr>
<tr>
<td>ADOH Housing Grants</td>
<td>75,000</td>
<td>1,434</td>
<td>2%</td>
</tr>
<tr>
<td>Community Services Donation</td>
<td>41,500</td>
<td>500</td>
<td>1%</td>
</tr>
<tr>
<td>Congregate Meals</td>
<td>822,796</td>
<td>98,109</td>
<td>12%</td>
</tr>
<tr>
<td>Social Services</td>
<td>1,500,784</td>
<td>169,417</td>
<td>11%</td>
</tr>
<tr>
<td>IDA Program</td>
<td>24,966</td>
<td>281</td>
<td>1%</td>
</tr>
<tr>
<td>Department Total</td>
<td>$3,197,433</td>
<td>$339,758</td>
<td>11%</td>
</tr>
<tr>
<td>Constable</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$136,337</td>
<td>$22,086</td>
<td>16%</td>
</tr>
<tr>
<td>Department Total</td>
<td>$136,337</td>
<td>$22,086</td>
<td>16%</td>
</tr>
<tr>
<td>County Attorney</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$4,327,913</td>
<td>$717,710</td>
<td>17%</td>
</tr>
<tr>
<td>Pretrial Intervention</td>
<td>148,370</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Attorney Enhancement</td>
<td>11,000</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Attorney Victim Rights</td>
<td>64,617</td>
<td>9,104</td>
<td>14%</td>
</tr>
<tr>
<td>Anti-Racketeering</td>
<td>585,150</td>
<td>215,373</td>
<td>37%</td>
</tr>
<tr>
<td>Drug Prosecution</td>
<td>160,882</td>
<td>27,512</td>
<td>17%</td>
</tr>
<tr>
<td>Victim Restitution</td>
<td>45,000</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Victim Restitutions Interest</td>
<td>4,162</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>State Aid</td>
<td>67,717</td>
<td>8,626</td>
<td>13%</td>
</tr>
<tr>
<td>Federal Anti-Racketeering</td>
<td>93,141</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>VOCA - Victims of Crime</td>
<td>54,151</td>
<td>7,544</td>
<td>14%</td>
</tr>
<tr>
<td>Victim Compensation</td>
<td>144,160</td>
<td>19,400</td>
<td>13%</td>
</tr>
<tr>
<td>Department Total</td>
<td>$5,706,263</td>
<td>$1,005,269</td>
<td>18%</td>
</tr>
<tr>
<td>County Improvement Districts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tusayan Special District</td>
<td>$11,400</td>
<td>$795</td>
<td>7%</td>
</tr>
<tr>
<td>Fire District Assistance</td>
<td>1,831,089</td>
<td>12,661</td>
<td>1%</td>
</tr>
<tr>
<td>North Stardust &amp; Antelope Debt Service</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Department Total</td>
<td>$1,842,489</td>
<td>$13,456</td>
<td>1%</td>
</tr>
<tr>
<td>County Jail District</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>County Jail District</td>
<td>$24,392,703</td>
<td>$2,335,373</td>
<td>10%</td>
</tr>
<tr>
<td>Jail District Repair &amp; Replacement</td>
<td>6,703,997</td>
<td>16,658</td>
<td>0%</td>
</tr>
<tr>
<td>Department Total</td>
<td>$31,096,700</td>
<td>$2,352,031</td>
<td>8%</td>
</tr>
<tr>
<td>County Library District</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>County Library District</td>
<td>$4,899,961</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Department Total</td>
<td>$4,899,961</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>County Administration</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$4,182,119</td>
<td>$437,794</td>
<td>10%</td>
</tr>
<tr>
<td>DEPARTMENT/FUND</td>
<td>BUDGETED EXPENDITURES</td>
<td>ACTUAL EXPENDITURES</td>
<td>PERCENT EXPENDED</td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>-----------------------</td>
<td>---------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>Financial Management System</td>
<td>716,949</td>
<td>29,368</td>
<td>4%</td>
</tr>
<tr>
<td>Department Total</td>
<td>$ 4,899,068</td>
<td>$ 467,162</td>
<td>10%</td>
</tr>
<tr>
<td>Emergency Management</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Services</td>
<td>$ 26,000</td>
<td>$ 624</td>
<td>2%</td>
</tr>
<tr>
<td>Emergency Services-Supplies</td>
<td>110,000</td>
<td>37,109</td>
<td>34%</td>
</tr>
<tr>
<td>State and Local Assistance</td>
<td>468,461</td>
<td>63,385</td>
<td>14%</td>
</tr>
<tr>
<td>Department Total</td>
<td>$ 604,461</td>
<td>$ 101,118</td>
<td>17%</td>
</tr>
<tr>
<td>Facilities Management</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$ 4,316,834</td>
<td>$ 811,013</td>
<td>19%</td>
</tr>
<tr>
<td>EECBG Formula Grant</td>
<td>16,286</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Space Plan</td>
<td>23,863.261</td>
<td>2,774</td>
<td>0%</td>
</tr>
<tr>
<td>GF: Asset Repair &amp; Replacement</td>
<td>1,146,769</td>
<td>19,332</td>
<td>2%</td>
</tr>
<tr>
<td>Department Total</td>
<td>$ 29,343,150</td>
<td>$ 833,120</td>
<td>3%</td>
</tr>
<tr>
<td>Finance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$ 1,428,691</td>
<td>$ 184,554</td>
<td>13%</td>
</tr>
<tr>
<td>GF: Financial Management System</td>
<td>245,217</td>
<td>1,010</td>
<td>0%</td>
</tr>
<tr>
<td>Special Districts Billing</td>
<td>62,339</td>
<td>8,570</td>
<td>14%</td>
</tr>
<tr>
<td>Department Total</td>
<td>$ 1,736,247</td>
<td>$ 194,133</td>
<td>11%</td>
</tr>
<tr>
<td>Flood Control District</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flood Control District</td>
<td>$ 4,878,722</td>
<td>$ 1,503,802</td>
<td>31%</td>
</tr>
<tr>
<td>Department Total</td>
<td>$ 4,878,722</td>
<td>$ 1,503,802</td>
<td>31%</td>
</tr>
<tr>
<td>Human Resources</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$ 2,273,719</td>
<td>$ 235,096</td>
<td>10%</td>
</tr>
<tr>
<td>Employee Benefit Trust</td>
<td>254,723</td>
<td>728</td>
<td>0%</td>
</tr>
<tr>
<td>GF: Self Insurance Trust Fund</td>
<td>144,000</td>
<td>9,463</td>
<td>7%</td>
</tr>
<tr>
<td>Department Total</td>
<td>$ 2,672,442</td>
<td>$ 245,287</td>
<td>9%</td>
</tr>
<tr>
<td>Information Technology</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$ 4,078,296</td>
<td>$ 454,850</td>
<td>11%</td>
</tr>
<tr>
<td>Financial Management System</td>
<td>309,847</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>GF: Computer/Lease/Buy</td>
<td>1,214,863</td>
<td>137,421</td>
<td>11%</td>
</tr>
<tr>
<td>Department Total</td>
<td>$ 5,603,006</td>
<td>$ 592,271</td>
<td>11%</td>
</tr>
<tr>
<td>Justice Courts - Flagstaff</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$ 1,491,356</td>
<td>$ 210,993</td>
<td>14%</td>
</tr>
<tr>
<td>JCEF Flag JC</td>
<td>45,632</td>
<td>786</td>
<td>2%</td>
</tr>
<tr>
<td>ACJC Flag Improvement Grant</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Flagstaff Justice Court Enhancement</td>
<td>230,614</td>
<td>28,643</td>
<td>12%</td>
</tr>
<tr>
<td>$1 Judicial Production</td>
<td>23,000</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Department Total</td>
<td>$ 1,790,602</td>
<td>$ 240,422</td>
<td>13%</td>
</tr>
<tr>
<td>Justice Courts - Fredonia</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$ 211,464</td>
<td>$ 27,778</td>
<td>13%</td>
</tr>
<tr>
<td>JCEF Fredonia JC</td>
<td>10,750</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>DEPARTMENT/FUND</td>
<td>BUDGETED EXPENDITURES</td>
<td>ACTUAL EXPENDITURES</td>
<td>PERCENT EXPENDED</td>
</tr>
<tr>
<td>---------------------------------------</td>
<td>-----------------------</td>
<td>---------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>Fredonia Justice Court Enhancement</td>
<td>$26,617</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>$1 Judicial Production</td>
<td>$1,500</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Department Total</strong></td>
<td><strong>$250,331</strong></td>
<td><strong>$27,778</strong></td>
<td><strong>11%</strong></td>
</tr>
<tr>
<td>Justice Courts - Page</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$483,594</td>
<td>$68,497</td>
<td>14%</td>
</tr>
<tr>
<td>Page Justice Court Enhancement</td>
<td>159,840</td>
<td>1,693</td>
<td>1%</td>
</tr>
<tr>
<td>JCEF Page JC</td>
<td>4,500</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>$1 Judicial Production</td>
<td>5,000</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Department Total</strong></td>
<td><strong>$652,934</strong></td>
<td><strong>$70,190</strong></td>
<td><strong>11%</strong></td>
</tr>
<tr>
<td>Justice Courts - Williams</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$492,271</td>
<td>$54,894</td>
<td>11%</td>
</tr>
<tr>
<td>JCEF Williams JC</td>
<td>19,225</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Williams Justice Court Enhancement</td>
<td>113,069</td>
<td>3,602</td>
<td>3%</td>
</tr>
<tr>
<td>$1 Judicial Production</td>
<td>5,000</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Department Total</strong></td>
<td><strong>$629,565</strong></td>
<td><strong>$58,496</strong></td>
<td><strong>9%</strong></td>
</tr>
<tr>
<td>Juvenile Court Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$3,635,866</td>
<td>$470,712</td>
<td>13%</td>
</tr>
<tr>
<td>Family Counseling</td>
<td>15,564</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Juvenile Probation Services</td>
<td>242,657</td>
<td>14,618</td>
<td>6%</td>
</tr>
<tr>
<td>CASA Special Advocate</td>
<td>191,482</td>
<td>28,039</td>
<td>15%</td>
</tr>
<tr>
<td>Juvenile Treatment Services</td>
<td>607,380</td>
<td>88,474</td>
<td>15%</td>
</tr>
<tr>
<td>Diversion - Consequences</td>
<td>133,865</td>
<td>19,964</td>
<td>15%</td>
</tr>
<tr>
<td>Juvenile Probation State Aid</td>
<td>149,601</td>
<td>19,139</td>
<td>13%</td>
</tr>
<tr>
<td>USDA Food Grant</td>
<td>42,218</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Diversion - Intake</td>
<td>634,420</td>
<td>94,247</td>
<td>15%</td>
</tr>
<tr>
<td>Juvenile Victim's Rights Implementation</td>
<td>24,281</td>
<td>3,555</td>
<td>15%</td>
</tr>
<tr>
<td>Juvenile Diversion Fees</td>
<td>43,109</td>
<td>6,193</td>
<td>14%</td>
</tr>
<tr>
<td>DCPI Grant</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Probation Fees over $40</td>
<td>0</td>
<td>483</td>
<td>0%</td>
</tr>
<tr>
<td>Diversion Fees over $40</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>CASA VOCA</td>
<td>89,072</td>
<td>13,301</td>
<td>15%</td>
</tr>
<tr>
<td>PIC Act</td>
<td>50,000</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Juvenile Intensive Probation</td>
<td>691,740</td>
<td>97,982</td>
<td>14%</td>
</tr>
<tr>
<td>Model Court</td>
<td>31,733</td>
<td>4,318</td>
<td>14%</td>
</tr>
<tr>
<td>JCRF Step Up Proctor Homes</td>
<td>45,203</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Department Total</strong></td>
<td><strong>$6,628,191</strong></td>
<td><strong>$861,025</strong></td>
<td><strong>13%</strong></td>
</tr>
<tr>
<td>Legal Defender</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$1,270,627</td>
<td>$191,395</td>
<td>15%</td>
</tr>
<tr>
<td>Legal Defender Fees for Services</td>
<td>46,363</td>
<td>4,248</td>
<td>9%</td>
</tr>
<tr>
<td>Legal Defender Training</td>
<td>3,802</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Department Total</strong></td>
<td><strong>$1,320,792</strong></td>
<td><strong>$195,643</strong></td>
<td><strong>15%</strong></td>
</tr>
<tr>
<td>Non-Departmental</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$84,127</td>
<td>$84,846</td>
<td>101%</td>
</tr>
<tr>
<td>PHSD: Contingency</td>
<td>205,402</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>DEPARTMENT/FUND</td>
<td>BUDGETED EXPENDITURES</td>
<td>ACTUAL EXPENDITURES</td>
<td>PERCENT EXPENDED</td>
</tr>
<tr>
<td>----------------</td>
<td>----------------------</td>
<td>---------------------</td>
<td>------------------</td>
</tr>
<tr>
<td><strong>Department Total</strong></td>
<td>$289,529</td>
<td>$84,846</td>
<td>29%</td>
</tr>
<tr>
<td><strong>Parks &amp; Recreation</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$2,377,712</td>
<td>$265,632</td>
<td>11%</td>
</tr>
<tr>
<td>Fair</td>
<td>452,698</td>
<td>116,270</td>
<td>26%</td>
</tr>
<tr>
<td>LWCF Grant-Bike Park &amp; Restrm</td>
<td>196,778</td>
<td>5,963</td>
<td>3%</td>
</tr>
<tr>
<td>Parks Capital Projects</td>
<td>2,629,286</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Rogers Lake Trail System</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Department Total</strong></td>
<td>$5,656,474</td>
<td>$387,864</td>
<td>7%</td>
</tr>
<tr>
<td><strong>Public Defender</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$2,673,187</td>
<td>$415,413</td>
<td>16%</td>
</tr>
<tr>
<td>Training</td>
<td>22,300</td>
<td>175</td>
<td>1%</td>
</tr>
<tr>
<td>Public Def Fill the Gap</td>
<td>14,333</td>
<td>11,633</td>
<td>81%</td>
</tr>
<tr>
<td>GF: Public Defender Fees for Service</td>
<td>79,545</td>
<td>5,452</td>
<td>7%</td>
</tr>
<tr>
<td><strong>Department Total</strong></td>
<td>$2,789,365</td>
<td>$432,673</td>
<td>16%</td>
</tr>
<tr>
<td><strong>Public Fiduciary</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$820,471</td>
<td>$114,487</td>
<td>14%</td>
</tr>
<tr>
<td><strong>Department Total</strong></td>
<td>$820,471</td>
<td>$114,487</td>
<td>14%</td>
</tr>
<tr>
<td><strong>Public Health Services District</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WIC Grant</td>
<td>$498,526</td>
<td>$66,133</td>
<td>13%</td>
</tr>
<tr>
<td>Dental Education</td>
<td>8,118</td>
<td>254</td>
<td>3%</td>
</tr>
<tr>
<td>CVD Heartbeat</td>
<td>28,866</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>TB Control</td>
<td>11,637</td>
<td>1,630</td>
<td>14%</td>
</tr>
<tr>
<td>HIV Education</td>
<td>18,633</td>
<td>2,383</td>
<td>13%</td>
</tr>
<tr>
<td>State STD</td>
<td>20,219</td>
<td>2,261</td>
<td>11%</td>
</tr>
<tr>
<td>Supplemental Food Program</td>
<td>30</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>State HCH Block Grant</td>
<td>161</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Sydromic Surveillance</td>
<td>575</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Teen Wellness Clinic</td>
<td>8,000</td>
<td>2,617</td>
<td>33%</td>
</tr>
<tr>
<td>Medical Examiner Facility</td>
<td>333,885</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Nutrition Grant</td>
<td>4,726</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Health Services</td>
<td>11,717,859</td>
<td>1,911,730</td>
<td>16%</td>
</tr>
<tr>
<td>Bio-Terrorism Grant</td>
<td>246,443</td>
<td>24,255</td>
<td>10%</td>
</tr>
<tr>
<td>Child Health Grant</td>
<td>124,536</td>
<td>11,775</td>
<td>9%</td>
</tr>
<tr>
<td>Healthy Coconino</td>
<td>9,444</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>WIC Breastfeeding Grant</td>
<td>65,835</td>
<td>10,218</td>
<td>16%</td>
</tr>
<tr>
<td>Vital Records</td>
<td>266,895</td>
<td>21,511</td>
<td>8%</td>
</tr>
<tr>
<td><strong>Public Health Services District (continued)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prescription Drug Abuse</td>
<td>197,524</td>
<td>34,443</td>
<td>17%</td>
</tr>
<tr>
<td>Medical Marijuana Education</td>
<td>49,087</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Arizona Nutrition Network</td>
<td>366,927</td>
<td>45,398</td>
<td>12%</td>
</tr>
<tr>
<td>Smoke Free Arizona</td>
<td>93,594</td>
<td>10,683</td>
<td>11%</td>
</tr>
<tr>
<td>Safe Routes to School</td>
<td>145</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Teen Pregnancy Prevention</td>
<td>124,829</td>
<td>19,200</td>
<td>15%</td>
</tr>
<tr>
<td>Healthy Families</td>
<td>592,064</td>
<td>71,306</td>
<td>12%</td>
</tr>
<tr>
<td>Healthy Start</td>
<td>86,930</td>
<td>9,686</td>
<td>11%</td>
</tr>
<tr>
<td>DEPARTMENT/FUND</td>
<td>BUDGETED EXPENDITURES</td>
<td>ACTUAL EXPENDITURES</td>
<td>PERCENT EXPENDED</td>
</tr>
<tr>
<td>---------------------------------------</td>
<td>-----------------------</td>
<td>---------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>March of Dimes</td>
<td>2</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>AZ Companion Animal</td>
<td>10,140</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>GOHS Lifesavers Conference</td>
<td>22,200</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>First Things First Quality First</td>
<td>136,894</td>
<td>8,108</td>
<td>6%</td>
</tr>
<tr>
<td>First Things First Oral Health Grant</td>
<td>136,687</td>
<td>18,429</td>
<td>13%</td>
</tr>
<tr>
<td>CAPP</td>
<td>27,500</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>FTF Nutrition Education</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Health Policy Project</td>
<td>124,963</td>
<td>3,558</td>
<td>3%</td>
</tr>
<tr>
<td>Public Health Accreditation</td>
<td>116,447</td>
<td>17,203</td>
<td>15%</td>
</tr>
<tr>
<td>FTF Navajo County</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Tobacco Program</td>
<td>498,806</td>
<td>33,358</td>
<td>7%</td>
</tr>
<tr>
<td>HIV Outpatient and Support</td>
<td>300,041</td>
<td>35,464</td>
<td>12%</td>
</tr>
<tr>
<td>Immunization program</td>
<td>78,780</td>
<td>2,552</td>
<td>3%</td>
</tr>
<tr>
<td>Westside Food Bank</td>
<td>9,202</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Common Ground</td>
<td>32</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>NACCHO Accreditation</td>
<td>44</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Public Health in Action</td>
<td>512</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Department Total</strong></td>
<td><strong>$16,337,738</strong></td>
<td><strong>$2,364,154</strong></td>
<td><strong>14%</strong></td>
</tr>
<tr>
<td>Public Works</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Districts</td>
<td>$76,304</td>
<td>$11,275</td>
<td>15%</td>
</tr>
<tr>
<td>Road Maintenance Sales Tax</td>
<td>7,466,809</td>
<td>83,228</td>
<td>1%</td>
</tr>
<tr>
<td>Public Works</td>
<td>19,424,365</td>
<td>1,823,663</td>
<td>9%</td>
</tr>
<tr>
<td>Mechanical Services</td>
<td>3,591,598</td>
<td>414,429</td>
<td>12%</td>
</tr>
<tr>
<td>Solid Waste</td>
<td>604,999</td>
<td>46,927</td>
<td>8%</td>
</tr>
<tr>
<td><strong>Department Total</strong></td>
<td><strong>$31,164,075</strong></td>
<td><strong>$2,379,523</strong></td>
<td><strong>8%</strong></td>
</tr>
<tr>
<td>Recorder</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$2,364,705</td>
<td>$229,268</td>
<td>10%</td>
</tr>
<tr>
<td>Recorder’s Storage &amp; Retrieval</td>
<td>137,637</td>
<td>2,253</td>
<td>2%</td>
</tr>
<tr>
<td>Elections Warehouse</td>
<td><strong>105,350</strong></td>
<td>38,171</td>
<td>36%</td>
</tr>
<tr>
<td>HAVA Block Grant</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Voter Tabulation System</td>
<td>18,003</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Department Total</strong></td>
<td><strong>$2,625,695</strong></td>
<td><strong>$269,692</strong></td>
<td><strong>10%</strong></td>
</tr>
<tr>
<td>Sheriff</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$24,041,453</td>
<td>$1,703,035</td>
<td>7%</td>
</tr>
<tr>
<td>Outside Pay</td>
<td>24,071</td>
<td>1,053</td>
<td>4%</td>
</tr>
<tr>
<td>Metro Unit</td>
<td>136,468</td>
<td>27,479</td>
<td>20%</td>
</tr>
<tr>
<td>Boat Patrol</td>
<td>238,243</td>
<td>30,887</td>
<td>13%</td>
</tr>
<tr>
<td>Sheriff Donations</td>
<td>22,000</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Jail Enhancement</td>
<td>516,322</td>
<td>30,730</td>
<td>6%</td>
</tr>
<tr>
<td>Inmate Welfare</td>
<td>414,085</td>
<td>29,265</td>
<td>7%</td>
</tr>
<tr>
<td>Local Law Enforcement Block Grant</td>
<td>20,000</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Statewide Gang Task Force</td>
<td>241,969</td>
<td>18,959</td>
<td>8%</td>
</tr>
<tr>
<td>DEPARTMENT/FUND</td>
<td>BUDGETED EXPENDITURES</td>
<td>ACTUAL EXPENDITURES</td>
<td>PERCENT EXPENDED</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>-----------------------</td>
<td>---------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>State Homeland Security</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>COPS Methamphetamine</td>
<td>141,870</td>
<td>21,271</td>
<td>15%</td>
</tr>
<tr>
<td>DUI Impound Fees</td>
<td>121,252</td>
<td>3,620</td>
<td>3%</td>
</tr>
<tr>
<td>Officer Safety Equipment</td>
<td>9,521</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Officer Equipment</td>
<td>70,000</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Department Total</strong></td>
<td><strong>$ 25,997,254</strong></td>
<td><strong>$ 1,866,300</strong></td>
<td><strong>7%</strong></td>
</tr>
<tr>
<td>Superintendent of Schools</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$ 547,506</td>
<td>$ 117,179</td>
<td>21%</td>
</tr>
<tr>
<td>Equalization Assistance</td>
<td>2,618,000</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Classroom Site - CCRASD#99</td>
<td>36,200</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Transformative Learning Center</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>County Schools</td>
<td>808,773</td>
<td>96,279</td>
<td>12%</td>
</tr>
<tr>
<td><strong>Department Total</strong></td>
<td><strong>$ 4,010,479</strong></td>
<td><strong>$ 213,458</strong></td>
<td><strong>5%</strong></td>
</tr>
<tr>
<td>Superior Court</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$ 4,172,798</td>
<td>$ 642,023</td>
<td>15%</td>
</tr>
<tr>
<td>Superior Court Fill the Gap</td>
<td>577,891</td>
<td>40,770</td>
<td>7%</td>
</tr>
<tr>
<td>IV-D Case Process Enhancement</td>
<td>28,452</td>
<td>3,837</td>
<td>13%</td>
</tr>
<tr>
<td>JCEF Superior Court</td>
<td>29,000</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Adult Drug Court Grant</td>
<td>85,000</td>
<td>19,434</td>
<td>23%</td>
</tr>
<tr>
<td>Arizona License Plant</td>
<td>3,000</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Forest Highlands Foundation</td>
<td>6,000</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>ADR Grant</td>
<td>51,552</td>
<td>7,854</td>
<td>15%</td>
</tr>
<tr>
<td>Court Enhancement</td>
<td>141,085</td>
<td>8,133</td>
<td>6%</td>
</tr>
<tr>
<td>Conciliation Court</td>
<td>71,207</td>
<td>8,359</td>
<td>12%</td>
</tr>
<tr>
<td>Drug Enforcement Administration</td>
<td>46,296</td>
<td>6,972</td>
<td>15%</td>
</tr>
<tr>
<td>Law Library</td>
<td>257,777</td>
<td>29,155</td>
<td>11%</td>
</tr>
<tr>
<td><strong>Department Total</strong></td>
<td><strong>$ 5,470,057</strong></td>
<td><strong>$ 766,537</strong></td>
<td><strong>14%</strong></td>
</tr>
<tr>
<td>Treasurer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$ 800,684</td>
<td>$ 96,755</td>
<td>12%</td>
</tr>
<tr>
<td>Taxpayer Identification</td>
<td>31,000</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Department Total</strong></td>
<td><strong>$ 831,684</strong></td>
<td><strong>$ 96,755</strong></td>
<td><strong>12%</strong></td>
</tr>
<tr>
<td><strong>TOTAL ALL DEPARTMENTS</strong></td>
<td><strong>$ 220,453,064</strong></td>
<td><strong>$ 20,256,381</strong></td>
<td><strong>9.2%</strong></td>
</tr>
</tbody>
</table>
## DISTRICT BUDGETS UPDATE
### FY20
#### July 1, 2019 - August 31, 2019 (17%)

<table>
<thead>
<tr>
<th>DISTRICT 1</th>
<th>FY20 Budget</th>
<th>FY20 YTD</th>
<th>% Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations</td>
<td>$5,364</td>
<td>$219</td>
<td>4.08%</td>
</tr>
<tr>
<td>Travel</td>
<td>$6,851</td>
<td>$166</td>
<td>2.42%</td>
</tr>
<tr>
<td>Community Initiative</td>
<td>$99,792</td>
<td>$4,000</td>
<td>4.01%</td>
</tr>
<tr>
<td>Total</td>
<td>$112,007</td>
<td>$4,385</td>
<td>3.91%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DISTRICT 2</th>
<th>FY20 Budget</th>
<th>FY20 YTD</th>
<th>% Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and Benefits</td>
<td>$4,890</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Operations</td>
<td>$8,860</td>
<td>$377</td>
<td>4.26%</td>
</tr>
<tr>
<td>Travel</td>
<td>$17,080</td>
<td>$2,752</td>
<td>16.11%</td>
</tr>
<tr>
<td>Community Initiative</td>
<td>$85,760</td>
<td>$4,700</td>
<td>5.48%</td>
</tr>
<tr>
<td>Total</td>
<td>$116,590</td>
<td>$7,829</td>
<td>6.71%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DISTRICT 3</th>
<th>FY20 Budget</th>
<th>FY20 YTD</th>
<th>% Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations</td>
<td>$12,138</td>
<td>$668</td>
<td>5.50%</td>
</tr>
<tr>
<td>Travel</td>
<td>$19,513</td>
<td>$1,624</td>
<td>8.32%</td>
</tr>
<tr>
<td>Community Initiative</td>
<td>$81,528</td>
<td>$2,292</td>
<td>2.81%</td>
</tr>
<tr>
<td>Total</td>
<td>$113,179</td>
<td>$4,584</td>
<td>4.05%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DISTRICT 4</th>
<th>FY20 Budget</th>
<th>FY20 YTD</th>
<th>% Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries/Benefits</td>
<td>$15,114</td>
<td>$2,334</td>
<td>15.44%</td>
</tr>
<tr>
<td>Operations</td>
<td>$1,440</td>
<td>$203</td>
<td>14.10%</td>
</tr>
<tr>
<td>Travel</td>
<td>$12,211</td>
<td>$1,378</td>
<td>11.28%</td>
</tr>
<tr>
<td>Community Initiative</td>
<td>$51,259</td>
<td>$11,083</td>
<td>21.62%</td>
</tr>
<tr>
<td>Total</td>
<td>$80,024</td>
<td>$14,998</td>
<td>18.74%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DISTRICT 5</th>
<th>FY20 Budget</th>
<th>FY20 YTD</th>
<th>% Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries/Benefits</td>
<td>$3,261</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Operations</td>
<td>$12,000</td>
<td>$2,485</td>
<td>20.71%</td>
</tr>
<tr>
<td>Travel</td>
<td>$20,654</td>
<td>$2,381</td>
<td>11.53%</td>
</tr>
<tr>
<td>Community Initiative</td>
<td>$30,548</td>
<td>$1,000</td>
<td>3.27%</td>
</tr>
<tr>
<td>Total</td>
<td>$66,463</td>
<td>$5,866</td>
<td>8.83%</td>
</tr>
<tr>
<td>ACCOUNT</td>
<td>ACCOUNT DESCRIPTION</td>
<td>FY20 BUDGET</td>
<td>ACTUALS THRU 8/31/2019</td>
</tr>
<tr>
<td>---------</td>
<td>----------------------------------------</td>
<td>-------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.502001</td>
<td>Office Supplies</td>
<td>1,764</td>
<td>209</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.502008</td>
<td>Gas &amp; Oil</td>
<td>500</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.502018</td>
<td>Food &amp; Beverages</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.502301</td>
<td>Postage &amp; Freight</td>
<td>400</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.502302</td>
<td>Recognition, Awards &amp; Events</td>
<td>300</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.502404</td>
<td>Subscriptions</td>
<td>300</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.503006</td>
<td>Communication Services non1099</td>
<td>1,600</td>
<td>10</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.505101</td>
<td>Outreach</td>
<td>500</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.505901</td>
<td>Contingency</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.505990</td>
<td>Unallocated P-Card Expense</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.505991</td>
<td>Disputed P-Card Transaction</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.505992</td>
<td>Pending Repayment from Employee</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Operations Total</strong></td>
<td></td>
<td><strong>5,364</strong></td>
<td><strong>219</strong></td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.707001</td>
<td>Mileage</td>
<td>1,000</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.707002</td>
<td>Transportation</td>
<td>2,651</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.707003</td>
<td>Motor Pool Charges</td>
<td>500</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.707004</td>
<td>Vehicle Rental</td>
<td>100</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.707005</td>
<td>Per Diem - Lodging</td>
<td>1,400</td>
<td>166</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.707006</td>
<td>Per Diem - Meals</td>
<td>300</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.707007</td>
<td>Registration Fees</td>
<td>800</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.707008</td>
<td>Other Travel Charges</td>
<td>100</td>
<td>-</td>
</tr>
<tr>
<td><strong>Travel Total</strong></td>
<td></td>
<td><strong>6,851</strong></td>
<td><strong>166</strong></td>
</tr>
<tr>
<td><strong>Total District 1 Operations/Travel</strong></td>
<td></td>
<td><strong>12,215</strong></td>
<td><strong>385</strong></td>
</tr>
<tr>
<td>1001.32.3202.5751.0000.614.505252</td>
<td>Community Initiatives D #1</td>
<td>99,792</td>
<td>4,000</td>
</tr>
<tr>
<td><strong>Total District 1 Community Initiatives</strong></td>
<td></td>
<td><strong>99,792</strong></td>
<td><strong>4,000</strong></td>
</tr>
<tr>
<td>ACCOUNT</td>
<td>ACCOUNT DESCRIPTION</td>
<td>FY20 BUDGET</td>
<td>ACTUALS THRU 8/31/2019</td>
</tr>
<tr>
<td>---------</td>
<td>------------------------------------------</td>
<td>-------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.401002</td>
<td>Temporary Wages</td>
<td>4,500</td>
<td>4,500</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.451001.</td>
<td>Employer Medicare</td>
<td>65</td>
<td>65</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.451002.</td>
<td>Employer SS</td>
<td>279</td>
<td>279</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.451040.</td>
<td>Worker's Comp</td>
<td>37</td>
<td>37</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.451042.</td>
<td>Unemployment Insurance</td>
<td>9</td>
<td>9</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.501003.</td>
<td>Consultant Fees-1099</td>
<td>4,000</td>
<td>4,000</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.501013.</td>
<td>Print/Publish/Advertise - 1099</td>
<td>150</td>
<td>150</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.502001.</td>
<td>Office Supplies</td>
<td>300</td>
<td>300</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.502008.</td>
<td>Gas &amp; Oil</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.502011.</td>
<td>Computer Equipment / Hardware</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.502018.</td>
<td>Food &amp; Beverages</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.502301.</td>
<td>Postage &amp; Freight</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.502302.</td>
<td>Recognition, Awards &amp; Events</td>
<td>1,500</td>
<td>112</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.502402.</td>
<td>Training &amp; Class Tuition &amp; Fees</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.502403.</td>
<td>Memberships</td>
<td>110</td>
<td>110</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.502404.</td>
<td>Subscriptions</td>
<td>1,200</td>
<td>153</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.503006.</td>
<td>Communication Services non1099</td>
<td>800</td>
<td>112</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.505990.</td>
<td>Unallocated P-Card Expense</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.505996.</td>
<td>Miscellaneous</td>
<td>200</td>
<td>200</td>
</tr>
<tr>
<td><strong>Operations Total</strong></td>
<td></td>
<td>13,750</td>
<td>377</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.707001.</td>
<td>Mileage</td>
<td>580</td>
<td>580</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.707002.</td>
<td>Transportation</td>
<td>3,500</td>
<td>1,032</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.707003.</td>
<td>Motor Pool Charges</td>
<td>200</td>
<td>200</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.707004.</td>
<td>Vehicle Rental</td>
<td>1,000</td>
<td>361</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.707005.</td>
<td>Per Diem - Lodging</td>
<td>5,000</td>
<td>1,033</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.707006.</td>
<td>Per Diem - Meals</td>
<td>2,800</td>
<td>2,800</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.707007.</td>
<td>Registration Fees</td>
<td>3,000</td>
<td>230</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.707008.</td>
<td>Other Travel Charges</td>
<td>1,000</td>
<td>96</td>
</tr>
<tr>
<td><strong>Travel Total</strong></td>
<td></td>
<td>17,080</td>
<td>2,752</td>
</tr>
<tr>
<td><strong>Total District 2 Operations/Travel</strong></td>
<td></td>
<td>30,830</td>
<td>3,129</td>
</tr>
<tr>
<td>1001.32.3202.5752.0000.614.505253.</td>
<td>Community Initiatives D #2</td>
<td>85,760</td>
<td>4,700</td>
</tr>
<tr>
<td><strong>Total District 2 Community Initiatives</strong></td>
<td></td>
<td>85,760</td>
<td>4,700</td>
</tr>
<tr>
<td>ACCOUNT</td>
<td>ACCOUNT DESCRIPTION</td>
<td>FY20 BUDGET</td>
<td>ACTUALS THRU 8/31/2019</td>
</tr>
<tr>
<td>---------</td>
<td>---------------------</td>
<td>-------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.501013</td>
<td>Print/Publish/Advertise - 1099</td>
<td>1,800</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.501024</td>
<td>Outside Services-1099</td>
<td>2,500</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.502001</td>
<td>Office Supplies</td>
<td>1,741</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.502018</td>
<td>Food &amp; Beverages</td>
<td>350</td>
<td>126</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.502301</td>
<td>Postage &amp; Freight</td>
<td>1,800</td>
<td>1</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.502302</td>
<td>Recognition, Awards &amp; Events</td>
<td>300</td>
<td>136</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.502402</td>
<td>Training, class tuition &amp; fees</td>
<td>1,367</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.502403</td>
<td>Memberships</td>
<td>500</td>
<td>125</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.502404</td>
<td>Subscriptions</td>
<td>150</td>
<td>95</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.503005</td>
<td>Communication Services-1099</td>
<td>1,155</td>
<td>148</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.503006</td>
<td>Communication Services non1099</td>
<td>475</td>
<td>37</td>
</tr>
</tbody>
</table>

**Operations Total**

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>ACCOUNT DESCRIPTION</th>
<th>FY20 BUDGET</th>
<th>ACTUALS THRU 8/31/2019</th>
<th>AVAILABLE BUDGET</th>
<th>% USED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001.01.0102.1003.0000.601.707001</td>
<td>Mileage</td>
<td>3,960</td>
<td>168</td>
<td>1,000</td>
<td>0.04</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.707002</td>
<td>Transportation</td>
<td>2,800</td>
<td>52</td>
<td>606</td>
<td>0.02</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.707003</td>
<td>Motor Pool Charges</td>
<td>65</td>
<td>-</td>
<td>65</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.707004</td>
<td>Vehicle Rental</td>
<td>800</td>
<td>-</td>
<td>500</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.707005</td>
<td>Per Diem - Lodging</td>
<td>6,492</td>
<td>355</td>
<td>1,000</td>
<td>0.05</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.707006</td>
<td>Per Diem - Meals</td>
<td>1,774</td>
<td>39</td>
<td>50</td>
<td>0.02</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.707007</td>
<td>Registration Fees</td>
<td>2,770</td>
<td>1,010</td>
<td>175</td>
<td>0.36</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.707008</td>
<td>Other Travel Charges</td>
<td>852</td>
<td>-</td>
<td>100</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Travel Total**

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>ACCOUNT DESCRIPTION</th>
<th>FY20 BUDGET</th>
<th>ACTUALS THRU 8/31/2019</th>
<th>AVAILABLE BUDGET</th>
<th>% USED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001.32.3202.5753.0000.614.505254</td>
<td>Community Initiatives D #3</td>
<td>81,528</td>
<td>2,000</td>
<td>39,900</td>
<td>0.02</td>
</tr>
</tbody>
</table>

**Total District 3 Operations/Travel**

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>ACCOUNT DESCRIPTION</th>
<th>FY20 BUDGET</th>
<th>ACTUALS THRU 8/31/2019</th>
<th>AVAILABLE BUDGET</th>
<th>% USED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001.32.3202.5753.0000.614.505254</td>
<td>Community Initiatives D #3</td>
<td>81,528</td>
<td>2,000</td>
<td>39,900</td>
<td>2.5%</td>
</tr>
</tbody>
</table>
# FY2020 District 4 Summary Thru 8/31/2019 (17% of Year)

<table>
<thead>
<tr>
<th>Account</th>
<th>Account Description</th>
<th>FY20 Budget</th>
<th>Actuals Thru 8/31/2019</th>
<th>Available Budget</th>
<th>% Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001.01.01.01.1004.0000.601.451001.</td>
<td>Temporary Wages</td>
<td>13,907</td>
<td>2,166</td>
<td>11,741</td>
<td>0.16</td>
</tr>
<tr>
<td>1001.01.01.01.1004.0000.601.451002.</td>
<td>Employer Medicare</td>
<td>202</td>
<td>31</td>
<td>171</td>
<td>0.16</td>
</tr>
<tr>
<td>1001.01.01.01.1004.0000.601.451003.</td>
<td>Employer SS</td>
<td>862</td>
<td>134</td>
<td>728</td>
<td>0.16</td>
</tr>
<tr>
<td>1001.01.01.01.1004.0000.601.451004.</td>
<td>Worker's Comp</td>
<td>115</td>
<td>3</td>
<td>112</td>
<td>0.02</td>
</tr>
<tr>
<td>1001.01.01.01.1004.0000.601.451005.</td>
<td>Unemployment Insurance</td>
<td>28</td>
<td>4</td>
<td>24</td>
<td>0.16</td>
</tr>
<tr>
<td>1001.01.01.01.1004.0000.601.502001.</td>
<td>Office Supplies</td>
<td>500</td>
<td>-</td>
<td>500</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.01.01.1004.0000.601.502008.</td>
<td>Gas &amp; Oil</td>
<td>-</td>
<td>104</td>
<td>(104)</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>1001.01.01.01.1004.0000.601.502018.</td>
<td>Food &amp; Beverages</td>
<td>200</td>
<td>95</td>
<td>105</td>
<td>0.48</td>
</tr>
<tr>
<td>1001.01.01.01.1004.0000.601.502301.</td>
<td>Postage &amp; Freight</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>1001.01.01.01.1004.0000.601.502302.</td>
<td>Recognition, Awards &amp; Events</td>
<td>200</td>
<td>-</td>
<td>200</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.01.01.1004.0000.601.502304</td>
<td>Subscriptions</td>
<td>540</td>
<td>-</td>
<td>540</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Operations Total**: 16,554 2,537 14,017 15.33%

<table>
<thead>
<tr>
<th>Account</th>
<th>Account Description</th>
<th>FY20 Budget</th>
<th>Actuals Thru 8/31/2019</th>
<th>Available Budget</th>
<th>% Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001.01.01.01.1004.0000.601.707001.</td>
<td>Mileage</td>
<td>1,200</td>
<td>-</td>
<td>1,200</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.01.01.1004.0000.601.707002.</td>
<td>Transportation</td>
<td>3,000</td>
<td>627</td>
<td>2,373</td>
<td>0.21</td>
</tr>
<tr>
<td>1001.01.01.01.1004.0000.601.707003.</td>
<td>Motor Pool Charges</td>
<td>1,361</td>
<td>-</td>
<td>1,361</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.01.01.1004.0000.601.707004.</td>
<td>Vehicle Rental</td>
<td>250</td>
<td>94</td>
<td>156</td>
<td>0.38</td>
</tr>
<tr>
<td>1001.01.01.01.1004.0000.601.707005.</td>
<td>Per Diem - Lodging</td>
<td>4,200</td>
<td>489</td>
<td>3,711</td>
<td>0.12</td>
</tr>
<tr>
<td>1001.01.01.01.1004.0000.601.707006.</td>
<td>Per Diem - Meals</td>
<td>1,000</td>
<td>-</td>
<td>1,000</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.01.01.1004.0000.601.707007.</td>
<td>Registration Fees</td>
<td>1,200</td>
<td>168</td>
<td>1,032</td>
<td>0.14</td>
</tr>
<tr>
<td>1001.01.01.01.1004.0000.601.707008.</td>
<td>Other Travel Charges</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>#DIV/0!</td>
</tr>
</tbody>
</table>

**Travel Total**: 12,211 1,378 10,833 11.29%

<table>
<thead>
<tr>
<th>Account</th>
<th>Account Description</th>
<th>FY20 Budget</th>
<th>Actuals Thru 8/31/2019</th>
<th>Available Budget</th>
<th>% Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001.32.3202.5754.0000.614.505255.</td>
<td>Community Initiatives D #4</td>
<td>51,259</td>
<td>11,083</td>
<td>40,176</td>
<td>0.22</td>
</tr>
</tbody>
</table>

**Total District 4 Operations/Travel**: 28,765 3,916 24,849 13.61%

<table>
<thead>
<tr>
<th>Account</th>
<th>Account Description</th>
<th>FY20 Budget</th>
<th>Actuals Thru 8/31/2019</th>
<th>Available Budget</th>
<th>% Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001.32.3202.5754.0000.614.505255.</td>
<td>Community Initiatives D #4</td>
<td>51,259</td>
<td>11,083</td>
<td>40,176</td>
<td>21.6%</td>
</tr>
</tbody>
</table>
# FY2020 DISTRICT 5 SUMMARY THRU 8/31/2019 (17% of year)

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>ACCOUNT DESCRIPTION</th>
<th>FY2020 BUDGET</th>
<th>ACTUALS THRU 8/31/2019</th>
<th>AVAILABLE BUDGET</th>
<th>% USED</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2018 - April 11, 2019 (50%)</td>
<td>Temporary Wages</td>
<td>3,000</td>
<td>-</td>
<td>3,000</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.451001</td>
<td>Employer Medicare</td>
<td>44</td>
<td>-</td>
<td>44</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.451002</td>
<td>Employer SS</td>
<td>186</td>
<td>-</td>
<td>186</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.451040</td>
<td>Worker's Comp</td>
<td>25</td>
<td>-</td>
<td>25</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.451042</td>
<td>Unemployment Insurance</td>
<td>6</td>
<td>-</td>
<td>6</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.502001</td>
<td>Office Supplies</td>
<td>2,500</td>
<td>1,596</td>
<td>904</td>
<td>0.64</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.502008</td>
<td>Gas &amp; Oil</td>
<td>1,000</td>
<td>243</td>
<td>757</td>
<td>0.24</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.502009</td>
<td>Auto Parts &amp; Supplies</td>
<td>650</td>
<td>-</td>
<td>650</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.502018</td>
<td>Food &amp; Beverages</td>
<td>1,500</td>
<td>249</td>
<td>1,251</td>
<td>0.17</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.502301</td>
<td>Postage &amp; Freight</td>
<td>100</td>
<td>-</td>
<td>100</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.502302</td>
<td>Recognition, Awards &amp; Events</td>
<td>2,600</td>
<td>350</td>
<td>2,250</td>
<td>0.13</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.502403</td>
<td>Memberships</td>
<td>150</td>
<td>-</td>
<td>150</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.502404</td>
<td>Subscriptions</td>
<td>500</td>
<td>-</td>
<td>500</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.503006</td>
<td>Communication Services non1099</td>
<td>500</td>
<td>3</td>
<td>497</td>
<td>0.01</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.504004</td>
<td>Mech Svs Labor</td>
<td>1,000</td>
<td>-</td>
<td>1,000</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.504005</td>
<td>Mech Svs Out Repairs</td>
<td>1,000</td>
<td>-</td>
<td>1,000</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.504007</td>
<td>Vehicle Admin Fee</td>
<td>500</td>
<td>43</td>
<td>457</td>
<td>0.09</td>
</tr>
<tr>
<td><strong>Operations Total</strong></td>
<td></td>
<td><strong>15,261</strong></td>
<td><strong>2,485</strong></td>
<td><strong>12,776</strong></td>
<td><strong>16.28%</strong></td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.707001</td>
<td>Mileage</td>
<td>4,500</td>
<td>173</td>
<td>4,327</td>
<td>0.04</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.707002</td>
<td>Transportation</td>
<td>2,000</td>
<td>526</td>
<td>1,474</td>
<td>0.26</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.707004</td>
<td>Vehicle Rental</td>
<td>1,800</td>
<td>224</td>
<td>1,576</td>
<td>0.12</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.707005</td>
<td>Per Diem - Lodging</td>
<td>6,500</td>
<td>807</td>
<td>5,693</td>
<td>0.12</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.707006</td>
<td>Per Diem - Meals</td>
<td>2,500</td>
<td>61</td>
<td>2,439</td>
<td>0.02</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.707007</td>
<td>Registration Fees</td>
<td>2,354</td>
<td>525</td>
<td>1,829</td>
<td>0.22</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.707008</td>
<td>Other Travel Charges</td>
<td>1,000</td>
<td>66</td>
<td>934</td>
<td>0.07</td>
</tr>
<tr>
<td><strong>Travel Total</strong></td>
<td></td>
<td><strong>20,654</strong></td>
<td><strong>2,381</strong></td>
<td><strong>18,273</strong></td>
<td><strong>11.5%</strong></td>
</tr>
<tr>
<td><strong>Total District 5 Operations/Travel</strong></td>
<td></td>
<td><strong>35,915</strong></td>
<td><strong>4,866</strong></td>
<td><strong>31,049</strong></td>
<td><strong>13.55%</strong></td>
</tr>
<tr>
<td>1001.32.3202.5755.0000.614.505256</td>
<td>Community Initiatives D #5</td>
<td>30,548</td>
<td>1,000</td>
<td>29,548</td>
<td>0.03</td>
</tr>
<tr>
<td><strong>Total District 5 Community Initiatives</strong></td>
<td></td>
<td><strong>30,548</strong></td>
<td><strong>1,000</strong></td>
<td><strong>29,548</strong></td>
<td><strong>3.3%</strong></td>
</tr>
</tbody>
</table>
DATE: September 19, 2019

TO: Honorable Chair and Members of the Board

FROM: James Jayne, Coconino County Manager

SUBJECT: Presentation and discussion regarding the Flagstaff Metropolitan Planning Organization (FMPO) and its transition to independent non-profit status and a new corporate identity.

RECOMMENDED MOTION:

This is information and no motion is needed.

BACKGROUND:

The Flagstaff Metropolitan Planning Organization (FMPO) is transitioning to independent non-profit status and a new corporate identity. FMPO Executive Director, Jeff Meilbeck, will present a brief update and answer questions.

ALTERNATIVES:

The Board may choose not to have the presentation and discussion or have it a different time.

FISCAL IMPACT:

There is no fiscal impact to having the discussion.

ATTACHMENTS:

1 - Staff Report
DATE: September 19, 2019

TO: Honorable Chair and Members of the Board

FROM: Marie Peoples, Deputy County Manager

SUBJECT: Discussion regarding dependency matters in Coconino County.

RECOMMENDED MOTION:

There is no motion needed, this is an informational presentation.

BACKGROUND:

During the FY 20 budget discussions increased dependency cases for the Legal Defender and Public Defender were a significant driver for unmanageable attorney workloads and related requests for additional funding. Also, Juvenile Court Services has requested for additional funding for “Facilitations and Mediations” which facilitate the Dependency processes to reduce attorney & Court time. During the discussion the Legal Defender and Public Defender will detail how dependency cases are assigned, how cases progress and the complexities, statutory obligations, the determination for when conflicting off a case is needed, and to explain why outside attorney contracts are needed, and why “Facilitations and Mediations” are needed. Juvenile Court Services will explain some of the complexity of cases involving dually adjudicated youth (delinquency and dependency involved), changes in trends, and resources needed to best support dependent youth and their families.

PURPOSE OF THE PRESENTATION:

To gain an understanding of the need for the additional funding for FY20.

ALTERNATIVES:

The Board may choose not to have the presentation.

FISCAL IMPACT:

During the FY20 budget discussions there was a request for additional funding.
ATTACHMENTS:

1 – Staff Report
2 - Powerpoint
Arizona Dependency Process

DEPENDENCY MATTERS
An Overview

Presenters:
Erika Arlington, Legal Defender
Sandra Diehl, Public Defender
Bryon Matsuda, Director of Juvenile Court Services
DISCUSSION TOPICS

- What is a dependency?
- How are dependencies initiated?
- Who are the parties?
- How is counsel appointed?
- The dependency court process (beginning to end)
- What does the data show? (Public Defender, Legal Defender, Juvenile Court Services)
- Q&A
General Information

By Erika Arlington
DEPENDENCY LAW

- Title 8, Arizona Revised Statutes
- Rules of Procedure for the Juvenile Court
- Appellate Case Law
What is a “Dependency”?  

For our purposes, a dependency is a court case where the Department of Child Safety (DCS) has removed a child or children due to allegations that the child has been:

- Abandoned
- Abused
- Neglected
- Exposed to drugs and drug environments
- Not being provided the necessities of life

See ARS § 8-201
The Beginning

- Dependency cases enter the court through a Petition.
  - Most cases are filed by the Attorney General
  - Few are filed by private Petitioners

- Dependency issues can surface in other cases such as criminal, delinquency, or family law cases.
  - In these cases a Judge can order a DCS investigation, if substantiated a Petition may be filed
The Parties

The Parties in a Dependency case include:

- The petitioner (usually DCS through the Attorney General)
- The children
- The mother
- The father or fathers
- The tribe if the child is an Indian child.
- The grandparents or other relatives if they are the legal guardians
Who receives an Attorney?

- Under Arizona Law, the children and the parents or guardians are all entitled to court appointed attorneys.
- Each party is entitled to their own attorney.
- If any of the parties are too young or in some other way unable to understand the proceedings, a guardian ad litem may also be appointed.
How is Counsel appointed?
# Complicated Cases

Five children, Three Fathers, Two different placements

---

**HEARING/ATTORNEY REQUEST FORM**

- **Case Number:** 21-2018-00
- **Assigned AG:**
- **Legal Secretary:**
- **Assigned Judge:**

<table>
<thead>
<tr>
<th>CHILDREN</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **Children Placement:** Kinship foster placement.

- **MOTHER:**
  - **Ages:**
  - **Address:**
  - **Telephone:**
    - Allegations: Substance Abuse, Neglect
    - **Attorney:**

- **FATHER 1:**
  - **Ages:**
  - **Address:**
  - **Telephone:**
    - Allegations: Neglect
    - **Attorney:**

- **FATHER 2:**
  - **Ages:**
  - **Address:**
  - **Telephone:**
    - Allegations: None
    - **Attorney:**

- **FATHER 3:**
  - **Ages:**
  - **Address:**
  - **Telephone:**
    - Allegations: None
    - **Attorney:**
The court proceedings

By Sandra Diehl
Dependency Court Proceedings Overview

- The dependency process involves multiple court hearings over the life of a case.
- Attorneys are required to attend these hearings with their clients.
- The stated goal of the dependency process is to help parents become able to parent their children and to reunify the children with the parents. The Arizona statutes and case law mandate that reasonable efforts be made to achieve this goal, unfortunately many cases end in severance of parental rights and the efforts by DCS are not adequate.
- These cases can take a few months to a few years, with an average lifespan of about 18 months from petition to either reunification or severance.
Dependency Court Flow Chart

- Petition filed
- *Pre-Hearing Conference & Pre-Liminary Protective Hearing (PP5)* scheduled within 7 days of the Petition being filed (2 hours)
- *Initial Hearing* on Petition – If parents are not served or do not appear at the PP5 the court holds an initial hearing shortly thereafter (1/2 hour)
- If the parents deny the allegations and request their trial rights, the Court sets:
  - A *mediation* to see if a resolution of the dependency allegations can be reached (1 hour)
  - A *pre-trial conference* to discuss the resolution or affirm the trial (1 hour)
  - A trial or *adjudication hearing* goes forward if no resolution reached (3 hours to multiple days)
If there is a finding of Dependency either by an agreement at the pre-trial or after an adjudication the case moves into a phase where reunification is being worked on. During this time, the following hearings are set:

- **Report & Review Hearings** - Every 90-180 days or more frequently if there are special concern (1/2 hour to 1 hour)
- **Hearings regarding visitations** if there are disagreements or problems (1 hour to multiple hours)
- **Hearings regarding changes in placement** of the children (1 hour to multiple hours)
- **Permanency Hearings** - Held at six months for children under 3, and at one year for older children. (1 hour - However, if there is disagreement, the permanency hearing can become “contested” and last several hours.)
- **Competency hearings** when an issue regarding the competency of the parents arises
- **Rule 59 Hearings** - When a parent requests the children be returned home (several hours to several days)
- **Publication hearings** - When a parent can not be located and served
Where does Dependency end?

- If the parents can remedy the situation that caused removal, the children are returned to their custody and the case is dismissed.
- If reunification is not achieved in a timely manner DCS through the Attorney General can ask the Court to sever or terminate parental rights through a motion or in a separate petition. In that event the following hearings are set:
  - An initial severance hearing- where parents admit or deny the allegations in the motion or petition (1/2 hour)
  - A severance mediation and pre-trial conference (2 hours)
  - A severance adjudication (several hours to several days)
  - If the court finds grounds for severance parental rights are terminated and the case moves to adoption
Who attends court?

- Attorney General (AG or ASAG) – Represents DCS
- DCS Case Specialist
- Parents’ Attorneys
- Parents
- Children’s Attorneys
- Children
- Guardians ad Litem (as assigned)
- CASA (as assigned)
- FCRB (do not attend but submit a report)

Interested Parties
  - Tribes
  - Intervenors
  - Foster care placement
Court is just the beginning..

- Both the American Bar Association standards and the Arizona Rules regarding dependency representation require much more than court appearances.

- Attorneys are expected to attend many meetings outside of court, including:
  - Case plan staffings
  - Team decision making meetings
  - Child &Family Team meetings (CFT's)
  - Foster Care Review Board meetings

- Attorneys are also expected to communicate with clients before every hearing and to advocate for them with DCS if services are not being provided. They are also expected to be familiar with services available.

- Dependency attorneys must attend an initial 8-hour training in order to take these cases and must complete an additional 8 hours of training every year to continue to take these cases.
Counsel’s Additional Duty to Visit Children

Before each hearing, the attorney and/or guardian ad litem for a child must visit with the child in person, preferably at their placement.

- A social worker or other person working for the attorney can fulfill this duty
- Our children are placed throughout the state and sometimes even out of state
INDIAN CHILD WELFARE ACT (ICWA)

Federal Law

- Active efforts (more than reasonable efforts) required to prevent the breakup of the Indian Family
- Court must inquire if ICWA applies
- Qualified expert witness required
- Different burden of proof required
  - Clear and convincing- temporary custody
  - Beyond a reasonable doubt- termination of parental rights
Permanency Hearings

- Within 12 months of removal for child over 3
- Within 6 months for child under 3
- Court options:
  - Extend period for reunification of the family
  - Approve Termination of Parental Rights (TPR)
  - Approve Permanent (Title 8) Guardianship (GA)
  - Approve APPLA
What does the data say?

By Sandy Diehl
Erika Arlington
Bryon Matsuda
From FY14 to FY19 Public Defender dependency cases increased 206%, in-house Legal Defender dependency cases increased 169%, and contract attorney Legal Defender dependency cases increased 117%.
The total number of cases have increased 85% over the past 5 fiscal years.

- This graph illustrates the increase in the total number of cases over the past 5 fiscal years.
- In-House attorney cases increased 114% over the past 5 fiscal years.
- Contract attorney cases increased by 39%.
The total number of cases have increased 37% over the past 5 fiscal years.

- This graph illustrates the increased number of cases over the past 5 fiscal years.
- Of the increased cases, 64-65% are felony cases.
**Issue:** We have increasingly needed to deploy more than 50% of our Juvenile Judges’ time to Dependency matters because of the increase in children being neglected or abused. These matters have also required additional Public and Legal Defenders resources.

### Dependencies Pending at Years’ Start

<table>
<thead>
<tr>
<th>Year</th>
<th>Children</th>
<th>Petitions</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY10</td>
<td>114</td>
<td>68</td>
</tr>
<tr>
<td>FY11</td>
<td>95</td>
<td>58</td>
</tr>
<tr>
<td>FY12</td>
<td>92</td>
<td>55</td>
</tr>
<tr>
<td>FY13</td>
<td>76</td>
<td>53</td>
</tr>
<tr>
<td>FY14</td>
<td>91</td>
<td>62</td>
</tr>
<tr>
<td>FY15</td>
<td>99</td>
<td>70</td>
</tr>
<tr>
<td>FY16</td>
<td>122</td>
<td>86</td>
</tr>
<tr>
<td>FY17</td>
<td>164</td>
<td>108</td>
</tr>
<tr>
<td>FY18</td>
<td>213</td>
<td>130</td>
</tr>
<tr>
<td>FY19</td>
<td>218</td>
<td>139</td>
</tr>
<tr>
<td>FY20</td>
<td>315</td>
<td>185</td>
</tr>
</tbody>
</table>

**Juvenile Court Services Dependency Cases**

- **Children**
- **Petitions**
Questions??
## Fiscal Impact

### Criminal Justice System Expenditures, FY16 - FY19

<table>
<thead>
<tr>
<th>Department</th>
<th>FY16</th>
<th>FY17</th>
<th>FY18</th>
<th>FY19</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Probation</td>
<td>$4,448,427</td>
<td>$4,634,342</td>
<td>$5,024,508</td>
<td>$5,347,866</td>
<td>$19,455,144</td>
</tr>
<tr>
<td>Clerk of the Superior Court</td>
<td>1,291,897</td>
<td>1,389,157</td>
<td>1,392,380</td>
<td>1,561,639</td>
<td>5,635,074</td>
</tr>
<tr>
<td>County Attorney</td>
<td>4,502,242</td>
<td>5,174,772</td>
<td>4,504,333</td>
<td>5,435,741</td>
<td>19,617,087</td>
</tr>
<tr>
<td>Justice Courts</td>
<td>2,327,916</td>
<td>2,471,704</td>
<td>2,619,094</td>
<td>2,954,844</td>
<td>10,373,558</td>
</tr>
<tr>
<td>Juvenile</td>
<td>4,906,232</td>
<td>5,071,269</td>
<td>5,550,123</td>
<td>6,080,707</td>
<td>21,608,332</td>
</tr>
<tr>
<td>Legal Defender</td>
<td>1,034,820</td>
<td>1,127,573</td>
<td>1,201,906</td>
<td>1,374,771</td>
<td>4,739,070</td>
</tr>
<tr>
<td>Public Defender</td>
<td>2,235,257</td>
<td>2,412,872</td>
<td>2,567,454</td>
<td>2,694,181</td>
<td>9,909,764</td>
</tr>
<tr>
<td>Sheriff (Detention)</td>
<td>13,144,142</td>
<td>13,721,784</td>
<td>14,580,715</td>
<td>15,487,537</td>
<td>56,934,178</td>
</tr>
<tr>
<td>Sheriff (Patrol/Other)</td>
<td>11,233,510</td>
<td>11,448,856</td>
<td>11,773,611</td>
<td>14,194,897</td>
<td>48,650,873</td>
</tr>
<tr>
<td>Superior Courts</td>
<td>4,017,418</td>
<td>4,432,117</td>
<td>4,668,279</td>
<td>5,467,711</td>
<td>18,585,525</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$49,141,861</strong></td>
<td><strong>$51,884,445</strong></td>
<td><strong>$53,882,402</strong></td>
<td><strong>$60,599,896</strong></td>
<td><strong>$215,508,604</strong></td>
</tr>
</tbody>
</table>

### Expenditures

<table>
<thead>
<tr>
<th>Restoration to Competency</th>
<th>FY16</th>
<th>FY17</th>
<th>FY18</th>
<th>FY19</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$241,687</td>
<td>$465,961</td>
<td>$554,080</td>
<td>$843,995</td>
<td>$2,105,723</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title 36 Contract</th>
<th>FY16</th>
<th>FY17</th>
<th>FY18</th>
<th>FY19</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$984,544</td>
<td>$1,299,094</td>
<td>$1,325,000</td>
<td>$1,022,299</td>
<td>$4,630,937</td>
</tr>
</tbody>
</table>
DATE: September 19, 2019

TO: Honorable Chair and Members of the Board

FROM: James Jayne, Coconino County Manager

SUBJECT: Discussion and welcome to new Flagstaff City Manager, Greg Clifton.

RECOMMENDED MOTION:

There is no motion needed. This is informational.

BACKGROUND:

Greg Clifton started serving as the Flagstaff City Manager in August 2019. Before coming to Flagstaff, Clifton worked at the municipal level for the past 25 years throughout western Colorado. He served as city attorney for the city of Montrose for several years, followed by tenures as town manager for Ridgway, Telluride, and Vail, respectively.

While serving in Telluride, he was awarded the Manager of the Year by the Colorado City and County Manager Association. Clifton has had numerous involvements in statewide organizations related to his profession, including several years with the Colorado Municipal League, where he served as president in 2001, and the Colorado Association of Ski Towns, where he served as president over this past year. He was a founding member of the statewide Youth Corps Association, and a consortium of local governments that has successfully advocated for climate action policy.

Clifton holds a Master of Public Administration from the University of Colorado and a Juris Doctorate from the University of Denver School of Law.

ALTERNATIVES:

The Board may choose not to do the welcome this day.

FISCAL IMPACT:

There is no fiscal impact to the welcome.

ATTACHMENTS:

1 - Staff Report
DATE: September 19, 2019

TO: Honorable Chair and Members of the Board

FROM: Brian Grube, Assistant Parks and Recreation Director

SUBJECT: Presentation and discussion regarding a proposal received from Watchandwager.com Inc. for harness racing at Fort Tuthill County Park.

RECOMMENDED MOTION:

Presentation, discussion and direction only.

BACKGROUND:

On August 20, the Parks and Recreation Department received a proposal from Watchandwager.com Inc. (WAW) for harness racing at the existing racetrack at Fort Tuthill County Park. Watchandwager.com have been operating harness racing at Cal Expo in Sacramento, CA for the past 8 years under an agreement with the State of California. In addition, WAW operates an online wagering platform.

The proposal, while limited in details, proposes an initial one-year agreement with Coconino County for three to four racing weekends. The horsemen and race horses would occupy a portion of the stables area and utilize the racetrack for training a "few" weeks prior to the first racing weekend. Other facilities intended for use are the Grandstands and infield arena. The proposal states that WAW would fund all operations and purses, and in the first year anticipates improving the racetrack. During in-person meetings with WAW management they stated that the improvements to the track involve adding surface material. They also stated that future modifications and improvements would involve removing the track’s inner rail and upgrading the stalls. According to the proposal, the only requirement of County staff is the removal of the dirt piles and water tank that are stored in the chute of the racetrack. Watchandwager.com is proposing a flat facility rental to the County of $5,000 per racing weekend, meaning if WAW were to occupy facilities for a total of six weeks and on four of the weeks racing takes place, the return to the County would be $20,000.

The Parks and Recreation Department does not anticipate significant impacts to other events or impacts to stables drop-in users after September 30 when it closes for the season. The County and WAW would also have to manage racetrack and arena surface material since the racetrack has no material and the arena surface was improved in 2019 with several inches of new dirt. Other considerations include:
• WAW needs hot water in stables area – there is none
• WAW will possibly need electric to two video tower locations - there are no towers or electric to old tower sites
• WAW will need to accommodate for test barn, paddock, jockey facilities, and racing Secretary’s Office
• WAW will need to return rodeo arena to its current condition
• Water lines are winterized beginning early to mid-October due to freezing night temperatures and near-surface water lines
• Will require substantial water for track preparations and in the stables area
• Race day event details are lacking – attendance, admission costs, parking, sanitation, etc.
• Recovery of utility costs
• WAW will need to increase the size of the trail and gate from the stables to the racetrack
• WAW will need to receive authorization by the State Department of Racing

ALTERNATIVES:

The Board could elect to postpone the WAW proposal presentation to another time. The Board could elect to postpone the WAW proposal presentation until a more detailed proposal has been submitted.

FISCAL IMPACT:

For discussion and direction purposes only.

ATTACHMENTS:

1 - Staff Report
2 - BOS WAW PROPOSAL PRESENTATION
3 - BOS WAW PROPOSAL
4 - BOS WAW PROPOSAL LETTER OF SUPPORT
Presentation Objectives

- Present Watchandwager.com LLC (WAW) proposal
- Present CCPR impact and other considerations
- Answer Board questions
- Receive Board direction today on whether to move forward with estimating operational costs and improvement costs so can enter into negotiations with WAW
History of Coconino County Horse Racing

- First horse races at Fort Tuthill County Park occurred in 1955
- Coconino County and Yavapai Downs were long-time partners - wagering machines, tote board, satellite equipment, horses, horsemen, televisions
- Yavapai Downs suffered financial hardship thus increasing and shifting costs to Coconino County
- Coconino County unable to financially sustain horse racing as of 2010, despite attempts to raise financial support from the community
- Yavapai Downs closes in 2011 due, in part, to overall downward trend in horse racing popularity
What is Harness Racing?
Watchandwager.com LLC (WAW)

Overview

- Operates harness racing at Cal Expo, Sacramento, CA
  - They have been in operation for 8 years
  - They have an agreement with the State of California
  - They use racing facilities for a per race day rental fee
  - Took over racing operations after State struggled to successfully operate racing
- Additionally, WAW operates an online wagering platform
- Are supported by the California Harness Horsemen’s Association
- WAW Management Team bios are in proposal
Proposal Overview

- The proposal is vague – very limited detail as to specific timeframes, use of facilities, what specific costs are covered such as utilities, etc.
- Some details have been shared verbally but are not reflected in the proposal, such as resurfacing the racetrack and other required upgrades to utilize the facilities
- Proposing an initial one-year agreement
- Conduct racing 3 to 4 weekends beginning late September
  - Positions Coconino County between races in Running Aces, MN and Cal Expo, CA
  - Creates a new circuit for harness racing tours
Proposal Overview, Cont.

- Required Facilities
  - Grandstands - race days only
  - Racetrack – all days
  - Infield Arena – all days
  - Stables/140 Stalls – all days
- Race horses move-in two to three weeks before first racing weekend
- WAW funds all operations and purses but not specifically defined
- Track improvements (in coordination with CCPR)
  - First year – improvements to the track (verbally, have said they would add surface material) and other facility improvements (non-specified)
- Future improvements/modifications will be vetted and approved by CCPR (details not in proposal, but have stated so verbally)
  - Remove inner rail of racetrack
  - Stall improvements
WAW Proposed Terms

- One-year initial, trial agreement
- $5,000 per racing week (could be up to $15,000 to $20,000 for the racing series)
  - WAW anticipates a loss in first year/s
- Other than the removal of the dirt piles and Lowell water tank in the racetrack chute, CCPR will not need to deploy other resources, according to current proposal
- A.R.S. 5-111.02 allows for racetrack capital improvements – State forgoes 2% wagering tax if used for racing/racetrack related capital improvements and WAW willing to pursue these funds
CCPR Impacts

- Typically, no equestrian events after 2\textsuperscript{nd} Saturday in September
- Jr. High Cross Country Foot Race 3\textsuperscript{rd} Saturday in October – have used racetrack in the past
- Jordan Circus in September – dates vary
- Stables close for season September 30
- May realize improvements to the stables, stalls, racetrack, and grandstands at no expense to the County
- Need to manage footing material for grandstands arena and the track
- Allow for public access to the stables in September if facility becomes a state-restricted area
Other Considerations

- WAW needs hot water in stables area – there is none
- WAW will possibly need electricity to two video tower locations - there are no towers or electricity to old tower sites
- WAW will need to accommodate for test barn, paddock, jockey facilities, and racing Secretary’s Office
- WAW will need to return the Grandstands arena to its current condition
- WAW will need to increase the size of the trail and gate from the stables to the racetrack
- WAW will need to receive racing permit by the State Department of Racing
Other Considerations, Cont.

- Water lines are winterized beginning early to mid-October due to freezing night temperatures and near-surface water lines
- Will require substantial water for track preparations and in the stables area
- Race day event details are lacking – attendance, admission costs, parking, sanitation, etc.
- Recovery of utility costs not discussed in proposal
Next Steps

- Need Board direction today on whether to move forward – expect that Staff would need to invest several days of time to estimate utility and other costs, and estimate cost and time involved with repairs and upgrades so these can be specifically defined in a legal agreement.

- If move forward, then staff will:
  - Block off dates
  - Complete cost estimates and expected timeframe for repairs and upgrades
  - Begin negotiation of an agreement once all our preparation work is completed

- WAW would like to race in September/October 2020
Questions & Discussion
August 20, 2019

Lena Fowler
Coconino County Board of Supervisors, Chair
219 East Cherry Avenue
Flagstaff, AZ 86001

Re: Harness Racing Proposal – Fort Tuthill County Park

Coconino County Board of Supervisors:

Thank you for the opportunity to present our vision for a harness racing meet to be conducted at the existing racetrack facilities at Fort Tuthill County Park.

Our company, Watchandwager.com, LLC (WAW), has an extensive history of successfully operating harness racing meets in the Western U.S. utilizing state-owned facilities. For the last eight years, WAW has partnered with the California Exposition Center and State Fair (Cal Expo) to provide California with an exciting harness racing product over the winter and spring seasons. In that time, we took a struggling track and transformed it into a nationally recognized race meet by cultivating a reputation for excellence in all aspects of our operations.

Our success with Cal Expo has presented WAW with the opportunity to take our proven operational model and apply it to other markets, such as Arizona, where the opportunities for harness racing to benefit local communities have not been fully realized. With no more than a willingness on the part of the County Board of Supervisors to rent the existing racing facility, we believe WAW is in a position to transform the Fort Tuthill racetrack into one of the most exciting annual entertainment venues in Coconino County.

The enclosed proposal outlines WAW’s experience and capabilities along with our proposed business plan and County partnership arrangement. Also included is a letter of reference, a case study example, and bios on key members of our team.

Thank you for your consideration. We look forward to discussing this proposal and next steps at your earliest convenience.

Regards,

Ben Kenney
Watchandwager.com, LLC
(310) 869-1919
bkenney@watchandwager.com
I. Who is Watchandwager.com, LLC?

WAW is a company dedicated to the promotion of the sport of horse racing. In addition to its eight years of live harness racing operations at Cal Expo in Sacramento, California, WAW runs one of the premier platforms for online wagering on horse racing, serving both domestic and international clients. WAW is uniquely positioned to leverage its extensive existing relationships within the racing and wagering industry to support new live racing ventures.

WAW has made significant investments in supporting harness racing in the western United States through its annual live race meet at Cal Expo. Of note, WAW was the only operator to put forward a proposal to the State of California to operate a race meet at their California Exposition and State Fair facility once the State stopped operating harness racing. Thereafter, the State of California and WAW entered into an agreement whereby the State simply rented the facilities to WAW for a per-race-day fee. All operations and their attendant expenses are the responsibility of WAW.

Now, eight years later, WAW consistently operates the Cal Expo meet at a profit and has solidified a place in the fabric of national harness racing, and has notably:

- Transformed a struggling track into the third-largest harness wagering market in the country without financial supplements from other gaming;
- Cultivated a reputation with both regulators and the national private racing industry as a high-quality track operator; and
- Maintained an impeccable safety record, reducing risk for our partners.

WAW also prides itself on the relationships we have developed through these efforts. As you can see from the attached letter of reference, the California Exposition Center and State Fair has provided us with the highest possible recommendation as a tenant and racing operator. Further, the California Harness Horsemens’ Association, a group composed of many of the same horsemen who we anticipate will race in Arizona, is also fully behind this new venture, trusting WAW to provide for the interests of horsemen.

It is our hope that, as with our current partners, we can build a high level of trust and cooperation with all stakeholders in Coconino County as we move forward. We look forward to making this new venture as successful for the County as we have previously for the State of California.

II. Management

WAW’s racing operations are managed by an experienced group of racing professionals. With a diverse set of skills, a variety of backgrounds and a singular focus on the betterment of the racing industry, WAW’s team is second to none in managing unique and multifaceted racing operations. WAW team members have significant experience operating harness racing in the closely regulated California market, maintaining the highest operational standards and a positive working relationship with state agencies.
Key team members include the following:


- **Benjamin R. Kenney** has been a successful owner and breeder of standardbreds for the last twenty years. He served as a board member of the California Harness Horsemen’s Association (2002 to 2004) and was elected president of the board (2004 to 2010). During his tenure with the California Harness Horsemen’s Association, he worked on legislation, created innovative promotional programs and negotiated several important industry-wide agreements that are still in place today. Ben has focused most of his career on financial services and general management. In 2011 he was brought in as the General Manager of a struggling media company in Santa Barbara, The Green Media Group, to engineer a turnaround and bring the company to profitability. Prior to this role, he managed a turnaround for a division of Institutional Investor in London and managed the trading desk for more than a decade for Roxbury Capital Management, an investment management firm in Santa Monica, California. He is a graduate of the University of Pennsylvania.

- **Gunner R. laCour** is a licensed attorney and the former Director of the North Dakota Racing Commission. While at the Commission, in addition to two annual live race meets, Gunner oversaw annual pari-mutuel wagering activity in excess of $700 million. Gunner was also responsible for the oversight and investigation of all Commission-regulated activity as well as regularly representing the Commission before the North Dakota state legislature and administrative hearings. He was instrumental in the adoption of modernized administrative rules governing online pari-mutuel wagering and advancing several legislative initiatives to support new and unique wagering methods. Prior to his time at the Commission, Gunner was in-house counsel for a boat building company contracted to supply vessels for foreign military sale where he focused on transactional work, contract negotiation and regulatory compliance, including export/import, Federal Acquisition Regulations and International Traffic in Arms Regulations. Gunner earned his Juris Doctorate from the University of Kentucky College of Law and his Masters of Law degree in Admiralty from Tulane University.

- **Kate Phariss** is an experienced leader with over 20 years of management, administration, product development and operational expertise in the racing industry. Kate started in the racing industry as the head of operations for the live race meet for the California State Fair. In her various management positions, she has had extensive experience with all racing breeds including Standardbreds (harness), Thoroughbreds, Quarter Horses, Mules and Arabians. Kate has also participated as the owner of race horses, running both Thoroughbreds and Mules. She is currently Track Manager for Cal Expo Harness and would serve in the same role in Arizona.
III. Proposed Use and Vision

WAW plans to use its extensive experience as a racetrack operator to bring the excitement and traditions of harness racing to new communities in Arizona. Harness racing not only has a broad appeal, drawing in families and community members from all ages and backgrounds, but also drives significant local economic impact through the various professions and products necessary to operate a meet.

**WAW proposes to operate a short three or four-weekend meet each year beginning late September.** This timeframe will position the meet to attract horses making the annual transition from Running Aces in Minnesota to Cal Expo in California. By scheduling the Arizona meet between existing meets at tracks on this traditional “circuit,” and supported by our excellent relationships with harness horsemen’s groups in the western states, Fort Tuthill will position itself to become a new leg on the circuit, driving increased participation year after year.

To successfully accomplish what we are proposing, **WAW requires use of the following facilities: the grandstand, racetrack, infield (arena) and stables.** WAW will fully fund all operations and purses. All activities will be conducted with no risk to the County and no services or other action by the County will be necessary (excepting the removal of the dirt pile from the racetrack chute). WAW will privately contract with all vendors and service providers to support harness operations at the track. The first year of operation will require improvements to the track and other facilities to ensure safe racing operations. At the conclusion of the meet, WAW will return the facilities in as good or, in some cases, better condition than they are received. Where facility improvements are needed, all proposed work will be vetted and approved by Parks and Rec in advance.

As we move forward into subsequent years, there will be additional opportunities for the County to benefit from improvements to the facilities. Specifically, Arizona Revised Statute § 5-111.2 provides a funding mechanism for racetrack capital improvements. This statute allows the track operator to apply to the Department of Gaming, Division of Racing to have track improvements approved as benefiting racing in the state. Once approval is provided, the full 2% tax on wagering otherwise collected by the Division of Racing can be retained and applied against these improvements. It would be our intent, in coordination with Parks and Rec to file each year for approval of proposed improvements so as to fully avail ourselves of funds to the benefit of racing and the County.

WAW is currently proposing a one-year agreement with the County for the use of the facilities only. It is our belief that after observing WAW’s operations and the response of the local community, there will be sufficient evidence of positive community impact to support moving forward with a longer-term proposal.

IV. Rent Proposal

**WAW is proposing a rental rate of $5,000 per racing week** for all required facilities identified in Section III of this proposal. While this rate is double that of our Cal Expo facility, WAW believes...
that this number demonstrates our enthusiasm for this project and commitment to work hand-in-hand with the County to create value for their constituents.

Our anticipated three to four weekends of racing would also include setup and race horse move-in a few weeks before the first racing weekend. In advance of the meet WAW may also coordinate with Parks and Rec for access to the facility for repairs/upgrades during periods where the facilities are not otherwise in use.

It should be noted that based on current cost estimates WAW anticipates that the first year of operations may generate a net loss. WAW recognizes that its long-term plans for harness racing in Arizona will require some up-front costs. However, based on prior success, WAW is fully committed to this long-term strategy and prepared to absorb these costs in the early phases.

V. Case Study

In this proposal we have repeatedly identified WAW’s experience operating harness racing at Cal Expo in California as a critical component of our future success in Arizona. The proposed agreement with Coconino County and the current agreement with Cal Expo are nearly identical, affording confidence that WAW will be able to provide the same quality racing product while maintaining a positive and productive relationship with the County. A description of our historical operations at Cal Expo, which may be verified with Cal Expo management upon your request, is provided below to further illuminate our applicable experience.

The State of California operated harness racing at their Cal Expo facility until 2012. At that time, due to the excessive losses they were incurring, the State decided to terminate their harness operations. Subsequently, the State opened the operation of the harness racing and the attendant facilities up for proposals from private groups. WAW immediately saw the tremendous potential Cal Expo presented and submitted a proposal. Despite what was obvious potential to WAW, we were the only group willing to submit a proposal. Thereafter, with the consent of the California Horse Racing Board, WAW was granted a license to operate a harness racing meet.

Upon taking over the Cal Expo operations, WAW faced a number of challenges. This included the unwillingness of vendors to extend credit due to the financial difficulties of the previous operator and a horsemen’s group who would not agree to investments in the facility due to concern the new operations would not last more than a year. Because of the bad taste left by the previous operation, WAW was forced to prove itself capable and financially savvy at a level far beyond the average race meet operator.

Nonetheless, WAW persevered to earn the trust and respect of the racing industry. The State of California, in acknowledgement of their outstanding and beneficial relationship with WAW is currently negotiating a lease extension for Cal Expo through at least 2025.

WAW now seeks to apply the benefits of its hard-earned position as a financially stable and well-run operation toward running a meet in Arizona with the backing of the same horsemen’s group that eight
years ago was worried it would fail. While WAW’s time operating Cal Expo has not been without its challenges, WAW finds itself with a tested business plan capable of generating profitability and opportunity where others may not see it. WAW is excited to bring the same vision, tenacity and operational acumen to bear at Fort Tuthill.
August 7, 2019

To Whom It May Concern:

Please accept this letter of support for Watchandwager.com, LLC (WAW), operator of the California Exposition & State Fair (Cal Expo) harness track.

During their time as operator, WAW has demonstrated an unwavering commitment to providing quality harness racing in California. As a partner, they have worked hand-in-hand with Cal Expo to develop a positive relationship and the highest level of trust. Their tenure as harness racing operator has been resoundingly positive for all industry stakeholders and participants.

Therefore, I offer my support for any new WAW harness operations in the strongest possible terms.

In the event there are any questions, please do not hesitate to contact me.

Sincerely,

CALIFORNIA EXPOSITION & STATE FAIR

Samantha Brown
Deputy General Manager, Administration
(916) 709-9676
sbrown@calexo.com
DATE: September 19, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board of Supervisors

SUBJECT: Consultation with attorneys for the Board to obtain legal advice regarding procedures for hearing appeal of alleged civil violation of County Abatement Ordinance. Pursuant to A.R.S. 38-431.03(A)(3) the Board may vote to enter executive session for this item.

RECOMMENDED MOTION:

Move to enter executive session.

BACKGROUND:

Pursuant to A.R.S. 38-431.03(A)(3) the Board may vote to enter executive session for this item. Information will be provided during executive session.
DATE: September 19, 2019

TO: Honorable Chair and Members of the Board

FROM: Rose Winkeler, Deputy County Attorney

SUBJECT: Discussion, consultation and possible direction with attorneys regarding potential litigation. Pursuant to A.R.S. 38-431.03(A)(3) & (4) the Board may vote to enter executive session for this item.

RECOMMENDED MOTION:

Move to enter executive session.

BACKGROUND:

Information will be provided during executive session.
DATE: September 19, 2019

TO: Honorable Chair and Members of the Board

FROM: Erika Philpot, Director of Human Resources

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

RECOMMENDED MOTION:

Move to enter executive session.

BACKGROUND:

Background information will be provided during Executive Session.