



**December 4, 2012**

**REGULAR MEETING OF THE COCONINO COUNTY BOARD OF SUPERVISORS,  
FLOOD CONTROL BOARD OF DIRECTORS,  
KACHINA VILLAGE IMPROVEMENT DISTRICT BOARD OF DIRECTORS  
THE PUBLIC HEALTH SERVICES DISTRICT BOARD OF DIRECTORS, AND  
WORK SESSIONS OF THE COCONINO COUNTY BOARD OF SUPERVISORS,  
PURSUANT TO A.R.S. § 38-431.02**

**10:00 AM -- REGULAR MEETING  
IMMEDIATELY FOLLOWING – WORK SESSIONS**

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 go into executive session, which will not be open to the public, for legal advice and discussion with the County's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. § 38 431.03(A)(3).

**Call to the Public**

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 to a five-minute presentation.

**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 during the public hearing.

**As a reminder, if you are carrying a cell phone, electronic pager, 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**

**Recognition**

- A. Recognition of Arizona Mature Worker Friendly Employer Certification

**Call to the Public**

**Consent Agenda**

- 1. Approval of minutes for regular meetings on 11/13/2012 and 10/16/2012.
- 2. Warrant Registers: An itemized list of the below-numbered claims is filed in the official record of the Coconino County Board of Supervisors. **Board of Supervisors**

<u>Run Date</u>	<u>Warrant Number</u>	<u>Computer Register Total</u>
11/21/2012	91304999-91305229	535,600.84
11/21/2012	EFT 528-538	54,116.29

- 3. Approve an Intergovernmental Agreement (IGA) to Provide Data Processing Services for La Paz County Assessor and Approve a Limited Term Full-Time Position to Ensure

Successful Implementation of Data Processing Services and Key Position Coverage.  
**Assessor.**

4. Approval of Community Grant Funding from District 4-\$2,000 to Cameron Senior Center to assist with costs associated to provide lunch for elders of Cameron and Gray Mountain communities. **Board of Supervisors**
5. Recommend for approval an application for an Interim Permit and New Liquor License for Peggy Bartel, License # 10033182 of Parks Feed and Mercantile, located at 101 Parks Rd., Parks, AZ 86018. **Board of Supervisors**
6. Set for Public Hearing for December 18, 2012 at 6:00p.m. Amendment Case No. AM-12-002: Amendments to the County Zoning Ordinance, clarifying, updating, and renumbering sections, including the deletion and addition of some uses (e.g. deletion of uses which are antiquated or are included under other uses and the addition of uses which have been addressed in previous actions by the Commission), and including addition of definitions. Coconino County Community Development Department, Flagstaff, Arizona.  
**Community Development**
7. Confirm the appointment of Janet Regner as Director of Community Services. **County Manager**
8. Approval to enter into the modified Funding Agreement for the Standard Probation Funds with the Arizona Supreme Court, Administrative Office of the Courts, for the operation of the Standard Probation program for an additional \$32,977.00 in revenue for a total amount of \$213,945.00 for Fiscal Year 2013 and increasing the FTE for one new probation officer position. **Juvenile Court**
9. Set for Public Hearing at the request of Public Health Services District for December 18, 2012 at 6:00 p.m. Amendments to Chapters 1, 2, 11, and 20 of the Coconino County Public Health Services District Environmental Health Code adopted as Ordinance 1985-4 and amended by Ordinances 2002-02 , 2002-11 2003-03 2011-05. For the purpose of clarifying, updating, renumbering sections, including the deleting and addition of new material including a Regulatory Bill of Rights and authorization to develop Substantive Policy Statements for the Coconino County Public Health Services District, Flagstaff Arizona. **Public Health Services/Board of Supervisors**
10. Approve the first renewal of an Agreement with Aztech Design, Inc. and the County for on-call professional engineering services, up to \$250,000 per project. **Public Works**

11. Approval of Coconino County Elections Intergovernmental Agreement (IGA) to Provide Election Services for Ash Fork Schools General Election November 6, 2012.

**Recorder/Elections**

12. Approve the Intergovernmental Agreement (IGA) with City of Flagstaff, City of Williams, City of Page, Northern Arizona University, Coconino County, Town of Fredonia, City of Sedona, Arizona Department of Public Safety, and Arizona Game and Fish Commission for the creation and participation in the Arizona Child Abduction Response Team (CART), Central Region. **Sheriff's Office**

The Board of Supervisors will resolve as the Flood Control District.

**Flood Control District Consent Items**

13. Approve award of On-Call Agreement with Aztech Design Inc. and the County Flood Control District for professional engineering services, not to exceed \$250,000.00 per project. **Flood Control District**

The Flood Control District Board of Directors will resolve as the Board of Supervisors

The Board of Supervisors will resolve as the Kachina Village Improvement District

**Kachina Village Improvement District Consent Agenda Items**

14. Removal of trees from Kachina Village Improvement District (KVID) properties in conflict with APS power lines. **KVID**

The Kachina Village Improvement District will resolve as the Board of Supervisors

The Board of Supervisors will resolve as the Public Health Service District Board of Directors

**Public Health Services District Consent Agenda Items**

15. Approval for Contract No. ADHS13-031238 between the Arizona Department of Health Services and Coconino County for \$18,004 for the period of January 1, 2013 to December 31, 2013 to provide HIV Prevention Counseling and Testing services. **Public Health Services District**

16. Approval of the Agreement with North Country HealthCare for the period of July 1, 2012 through June 30, 2013 for the operation of the Northern Arizona Center Against Sexual Assault (NACASA) plus the cost of exams in the amount of \$95,000. **Public Health Services District**

The Public Health Services District will resolve as the Board of Supervisors.

**Action Item**

17. PUBLIC HEARING AND CONSIDERATION OF: Resolution No. 2012-46 for Case No AB-12-001: A request for Abandonment of County right-of-way along West Route 66 to be abandoned to eight adjacent property owners along the north side of West Route 66 west of the Flagstaff city limits. The property is located in the vicinity of the intersection of West Route 66 and Flagstaff Ranch Road and including right-of-way on the north side of West Route 66 from approximately 1,200 feet east of Flagstaff Ranch Road to approximately 2,000 feet west of Flagstaff Ranch Road. Applicant: Coconino County Public Works Department, Flagstaff, Arizona **Community Development**

**(Immediately Following) Work Session**

18. Presentation of Work Session #2 of 6 Sessions on Transportation Services. The scope of this Session will focus on County Roads. **Public Works**

12:00 – 1:15 p.m. Lunch Break

18. (*Continued*) Presentation of Work Session #2 of 6 Sessions on Transportation Services. The scope of this Session will focus on County Roads. **Public Works**

19. Presentation and discussion of the Fort Tuthill Master Plan, including priorities for moving forward with available CPOS funds. **Parks and Recreation**

**(Immediately Following) Roundtable**

- A. Roundtable: To be discussed (Pursuant to A.R.S. § 38-431.02H – These matters will not be acted upon):

- Planning Calendar for 2012
- Future Agenda Items
- State and Federal Legislation
- CSA Update
- NACO Update
- County Manager’s Report
- Chair’s Report
- Reports from Supervisors - (Update on new projects, requests for services & initiatives.)

- District 1 – Supervisor Taylor

- District 2 – Supervisor Archuleta
- District 3 – Supervisor Ryan
- District 4 – Supervisor Metzger
- District 5 – Supervisor Fowler
- Other

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 \_\_\_\_\_, 2012

\_\_\_\_\_

Wendy Escoffier, Clerk of the Board

OFFICE OF THE COCONINO COUNTY BOARD OF SUPERVISORS,  
THE JAIL DISTRICT BOARD OF DIRECTORS,  
THE PUBLIC HEALTH SERVICES DISTRICT BOARD OF DIRECTORS,  
AND COCONINO COUNTY, FLAGSTAFF, ARIZONA  
TUESDAY, OCTOBER 16, 2012

The Board of Supervisors, the Jail District Board of Directors, and the Public Health Services District Board of Directors met in Regular Session on Tuesday, October 16, 2012, at 6:00 pm in the Board of Supervisors Meeting Room, First Floor, Administrative Center, 219 E. Cherry Avenue, Flagstaff, Arizona.

**Roll Call.**

**Present:** Chairman Carl Taylor, Vice Chairwoman Elizabeth C. Archuleta, Supervisor Matthew Ryan, Supervisor Mandy Metzger.

**Absent/Excused:** Supervisor Lena Fowler.

**Also Present:**

Clerk of the Board Wendy Escoffier, Recording Specialist Jonathan McIntosh, Sr. Civil Deputy County Attorney William Ring, Interim County Manager Mike Townsend, Community Development Director Sue Pratt, Superintendent of Schools Robert Kelty, Public Works Deputy Director Mike Lopker, Public Works Program Manager Dustin Woodman, Facilities Senior Manager Eslir Musta, Parks & Recreation Planning & Acquisition Manager Jeanne Trupiano, Public Works Deputy Director Lucinda Andreani, Sheriff's Office Administrative Operations Manager Kathleen Levinson, Adult Probation Administrative Senior Manager Shannon Vieira, Facilities Director Susan Brown, Governmental Relations Director/Assistant County Manager Joanne Keene, Human Resources Director/Assistant County Manager Allison Eckert, Public Works Director/Assistant County Manager Andy Bertelsen.

**Call to Order**

Chairman Taylor called the meeting to order at 6 pm and led the Pledge of Allegiance.

**Call to the Public for Items Not on the Agenda**

Chairman Taylor noted that Theresa Boone-Schuler was present with her students and welcomed them.

**Proclamations**

- a) Proclaim Sunday November, 11, 2012 as Mitzvah Day: an inter-generational, interfaith, spirit-led day of community service in Sedona and the Verde Valley.

Supervisor Ryan read the proclamation for Mitzvah Day in Sedona and the Verde Valley.

**Motion:** Approve proclamation, **Action:** Approved, **Moved by** Supervisor Matthew Ryan, **Seconded by** Supervisor Mandy Metzger. **Passed:** Unanimously

b) Declare October as Domestic Violence Awareness Month in Coconino County.

Vice Chairwoman Archuleta read the proclamation for Domestic Violence Prevention Awareness month and highlighted the importance of domestic violence prevention.

**Motion:** Approve Proclamation., **Action:** Approved, **Moved by** Vice Chairwoman Archuleta, **Seconded by** Supervisor Metzger. **Passed:** Unanimously

c) Declare October as National Cyber Security Awareness Month at the request of the U.S. Department of Homeland Security and the National Cyber Security Alliance.

Supervisor Metzger read the Cyber Security Awareness Month proclamation, which came from the Homeland Security department.

**Motion:** Approve the proclamation, **Action:** Approved, **Moved by** Supervisor Mandy Metzger, **Seconded by** Vice Chairwoman Archuleta. **Passed:** Unanimously

**Consent Agenda Items:**

**Motion:** Approve items 1-47 less items 15, 26, and 46. **Action:** Approved, **Moved by** Supervisor Ryan, **Seconded by** Vice Chairwoman Archuleta. **Passed:** Unanimously

1. Approval of regular minutes for August 21, 2012 and all minutes for September 4, 2012.

**Board of Supervisors**

2. Warrant Registers: An itemized list of the below-numbered claims is filed in the official record of the Coconino County Board of Supervisors.

<u>Run Date</u>	<u>Warrant Number</u>	<u>Computer Register Total</u>
09/13/12	91302548-91302791	1,060,137.53
09/13/12	*EFT 405-413	27,943.27
09/20/12	91302800-91303117	3,601,564.51
09/20/12	*EFT 414-427	86,815.66
09/27/12	91303118-91303379	442,534.44
09/27/12	*EFT 428-436	70,877.95
10/04/12	91303380-91303600	2,481,757.40

3. Approval to move one (1) full time equivalent (FTE) Probation Supervisor position from Standard Probation Supervision Fund (1521) to Intensive Probation Supervision Fund (1524); move one (1) FTE Probation Officer II position from Intensive Probation Supervision Fund (1524) to Standard Probation Supervision Fund (1521); and move the .50 Surveillance Officer position from Probation Services Fee Fund (1548) to Intensive Probation Supervision Fund (1524). **Adult Probation**
4. Adopt Resolution 2012-36 to correct the tax roll as noted on the Tax Roll Correction Summary dated September 25, 2012. **Assessor.**
5. Approval of Community Grant Funding from District 5-\$1000 to Amazing Earthfest to assist with costs associated with the annual public festival in May 2013. **Board of Supervisors**
6. Approval of Community Grant Funding from District 1-\$500; District 2-\$500; District 3-\$500; District 4-\$500 for a total of \$2,000 to Arizona Planning Association to assist with costs associated with funding the Arizona Chapter Annual 2012 Conference in Flagstaff. **Board of Supervisors**
7. Approval of Community Grant Funding from District 3 in the amount of \$400 to Coconino County Parks and Recreation to assist with costs associated with the 2012 Open Space Symposium. **Board of Supervisors**
8. Approval of Community Grant Funding from District 1-\$500; District 2-\$500; District 3-\$500; District 4-\$500; District 5-\$200 for a total of \$2,200 to Flagstaff Festival of Science to assist with costs associated with the 2012 Festival. **Board of Supervisors**
9. Approval of Community Grant Funding from District 1 in the amount of \$5000 to Fredonia Arizona Strip Historical Society Corporation to assist with costs associated with establishing the museum and heritage park. **Board of Supervisors**
10. Approval of Community Grant Funding from District 3-\$1000 to Sedona Chamber of Commerce to assist with costs associated with the 8th Annual Sedona Marathon to be held on February 2, 2013. **Board of Supervisors**

11. Approval of Community Grant Funding from District 4-\$500 to Flagstaff Mountain Film Festival to assist with costs associated with expenses of the festival. **Board of Supervisors**
12. Approval of Community Grant Funding from District 1-\$5,000 to Grand Canyon Unified School District No. 4 to assist with costs associated with the construction of a school-community park in Tusayan. **Board of Supervisors**
13. Approval of Community Grant Funding from District 2-\$3500; District 3-\$250; District 4-\$250 for a total of \$4000 to Nuestras Raices to assist with costs associated with the presentation of a full-length historical Arizona Centennial play. **Board of Supervisors**
14. Recommend for approval an application for an Interim Permit and New Liquor License for Anthony John Hausmann, License # 10033180 of Parks in the Pine General Store, located at Route 66 and Spring Valley Rd. Parks, AZ 86018. **Board of Supervisors**
15. **Separated.** Recommend that the Arizona Department of Liquor Licenses and Control approve a special event liquor license for Grand Canyon Youth, Inc., and deny the organization's request to waive the County's processing fee. **Board of Supervisors**
16. Set for hearing to be held at the Board's meeting of October 30, 2012. An appeal of Zoning Enforcement Hearing Officer Judgment HO-12-12 finding the property owner/appellant responsible for violations under Sections 9.1, 9.3, and 9.4 of the Zoning Ordinance on property located at 10955 Forest Service Road 244A and identified as APN: 303-47-002. Appellant: Erling and Elaine Calkins, Flagstaff, Arizona. **Community Development**
17. Set for public hearing to be held at the Board's meeting of November 13, 2012 at 1:00 p.m. Appeal of Case No. CUP-12-049: An appeal of P&Z Commission action denying a Conditional Use Permit proposing a youth camp with a capacity for 1400 campers and a retreat center for property consisting of 68.8 acres in the General Zone. The property is located south of Flagstaff on I-17 southeast of the Fox Ranch Road interchange and is identified as Assessor's Parcel Numbers 401-41-002A and 401-41-005D. Appellant: United Christian Youth Camp, Prescott, Arizona. **Community Development**

18. Approve Intergovernmental Agreement Grant No. B-12-MC-04-0150 Project No. 88C-12 between the City of Flagstaff and Coconino County to provide eligible households with foreclosure/eviction prevention services, short-term shelter and move-in assistance in the amount of \$52,000 through the Housing Stabilization Program to begin on the date of the Notice to Proceed signed by the City of Flagstaff and end 365 days from date of signature and provide the Community Services Interim Director, Trisha Sorensen, the authority to execute payrolls, claims, and change orders for the Community Development Block Grant (CDBG) Grant. **Community Services/Social Services**
19. Approve Amendment No. 8 to Contract No. 700518521, Energy Wise Low Income Weatherization Program, between Arizona Public Service Company and Coconino County Community Services for utility bill assistance to Arizona Public Service customers, in the amount of \$48,953 from January 1, 2013 through December 31, 2013. **Community Services/Social Services**
20. Approve the transfer of funds from the Coconino Plateau Water Advisory Council Fiduciary Agent Account to the Coconino Plateau Water Advisory Council Non-Profit Corporation. **County Manager**
21. Certify that the total revenue collected by the Justice and Superior Courts in FY 2012 exceeded total revenue collected by the Justice and Superior Courts in FY 1998 and approve the Transfer of FY 2012 revenue collected by the Superior Court and the four County Justice Courts as the Five Percent (5%) Set aside funds into those accounts established under ARS -41-2421(E) (1-4). **Courts**
22. Approve the Fiscal Year 2013 Drug Court program grants which includes the Drug, Gang and Violent Crime Control Grant totaling \$33,150, the Fill the Gap Grant totaling \$50,878 and Local Fill the Gap 5% set-aside funds totaling \$401,994. **Courts**
23. Approve the GeoFund grant award, a collaborator of the Flagstaff Community Foundation, in the amount of \$3,000.00 for the Integrated Family Court Program and appropriate the carryover grant fund balance of \$4,540.22 for Fiscal Year 2013. **Courts**
24. Approval of Library Maintenance Agreement between West and Coconino County for the provision of law books for three years effective November 1, 2012, in the amount of \$160,980. **Courts**

25. Approval of the Fiscal Year 2013 National Criminal History Improvement Grant (NCHIP) grant awarded by the Bureau of Justice Statistics, Office of Justice Programs, U.S. Department of Justice through the Arizona Criminal Justice Commission (ACJC) totaling \$57,642 (\$51,878 Federal, \$5,764 Match) and approve the budget amendment of \$51,878. **Courts**
26. **Separated.** Approval of a Special Warranty Deed between Coconino County as Grantor and the City of Flagstaff as Grantee for approximately 4,554 square feet along the northwestern property line of the County's property at 2500 North Fort Valley Road (APN 102-02-057A). **Facilities**
27. Approval of the Memorandum of Understanding between the Arizona Game and Fish Commission and Coconino County for management of wildlife at Rogers Lake County Natural Area. **Parks and Recreation**
28. Approve the purchase of four (4) vehicles under State contract from Midway Chevrolet and Courtesy Chevrolet in the amount of \$98,704.37. **Public Works**
29. Approve an on-call Agreement with Strategic Valuation Group of Arizona PLC and the County to provide professional appraisal services, not to exceed \$75,000 for a one year period. **Public Works**
30. Approve award of Bid 2013-01, Stardust Trail Roadway Extension, to C and E Paving & Grading LLC, as the Independent Contractor providing the most responsive bid. **Public Works**
31. Approve award of contract to C and E Paving & Grading LLC, for the Stardust Trail Roadway Extension Project in the amount of \$1,222,450.00 including contingency. **Public Works**
32. Approval of the appointment of poll workers for the November 6, 2012 General Election. **Elections/Recorder**
33. Adopt Resolution 2012-37 designating polling places within each precinct where voting will occur on November 6, 2012 Primary Election, as required by A.R.S. 16-411. **Elections/Recorder**

34. Approval of Coconino County Elections Intergovernmental Agreement (IGA) to Provide Election Services for Flagstaff Unified School District - General Election on November 6, 2012. **Elections/Recorder**
35. Approval of Coconino County Elections Intergovernmental Agreement (IGA) to Provide Election Services for Grand Canyon Unified School District #4 - General Election on November 6, 2012. **Elections/Recorder**
36. Approval of Coconino County Elections Intergovernmental Agreement (IGA) to Provide Election Services for Page Unified School District - General Election on November 6, 2012. **Elections/Recorder**
37. Approval of Coconino County Elections Intergovernmental Agreement (IGA) to Provide Election Services for the Pinewood Sanitary District - General Election on November 6, 2012. **Elections/Recorder**
38. Approval of Coconino County Elections Intergovernmental Agreement (IGA) to Provide Election Services for the Blue Ridge Fire District General Election November 6, 2012. **Elections/Recorder**
39. Approval of Coconino County Elections Intergovernmental Agreement (IGA) to Provide Election Services for the City of Flagstaff General Election on November 6, 2012. **Elections/Recorder**
40. Approval of Coconino County Elections Intergovernmental Agreement (IGA) to Provide Election Services for the Ponderosa Fire District - General Election on November 6, 2012. **Elections/Recorder**
41. Approval of Coconino County Elections Intergovernmental Agreement (IGA) to Provide Election Services for the Sedona-Oak Creek Unified School District #9 - General Election on November 6, 2012. **Elections/Recorder**
42. Approval of Coconino County Elections Intergovernmental Agreement (IGA) to Provide Election Services for the South Grand Canyon Sanitary District - General Election on November 6, 2012. **Elections/Recorder**
43. Approval of Coconino County Elections Intergovernmental Agreement (IGA) to Provide Election Services for the Tuba City Unified School District #15 - General Election on November 6, 2012. **Elections/Recorder**

44. Approval of Coconino County Elections Intergovernmental Agreement (IGA) to Provide Election Services for the Tusayan Fire District - General Election on November 6, 2012. **Elections/Recorder**
45. Approval of Coconino County Elections Intergovernmental Agreement (IGA) to Provide Election Services for Williams Unified School District - General Election on November 6, 2012. **Elections/Recorder**
46. **Separated.** Approve Modification 2 of Cooperative Law Enforcement Agreement #12-LE-1103420-001 Coconino & Kaibab National Forests Financial Operating Plan with the USDA, Forest Service not to exceed \$66,000.00. **Sheriff's Office**
47. Approval of 2012 Mathematics and Science Partnership (MSP) Program grant in the amount of \$723,985.23 to improve teacher knowledge in integration and implementation of literacy in content instruction between Coconino County Education Service Agency, Northern Arizona University (NAU) Department of Sciences, Southwest Evaluation Research, Ottawa University and school districts in Coconino, Yavapai, Navajo, Apache and Yuma Counties. **Superintendent of Schools**

**Separated Consent Agenda Items:**

15. **Separated.** Recommend that the Arizona Department of Liquor Licenses and Control approve a special event liquor license for Grand Canyon Youth, Inc., and deny the organization's request to waive the County's processing fee. **Board of Supervisors**

Vice Chairwoman Archuleta stated the fee to process the liquor license was greatly reduced for non-profit organizations. She wanted to point out that she will not be asking for or supporting further reductions because the general fee was reduced. She said the Board had taken non-profits into consideration by adopting a reduced fee for them.

Supervisor Ryan agreed that the reduction was fair and noted that the fee charged to for-profit groups was much more.

**Motion:** Approve item 15, **Action:** Approved, **Moved by** Vice Chairwoman Elizabeth C. Archuleta, **Seconded by** Supervisor Matthew Ryan. **Discussion:** Chairman Taylor stated that they reduced the fee in the past on the behalf of the Grand Canyon Youth, Inc. organization. **Passed:** Unanimously.

26. **Separated.** Approval of a Special Warranty Deed between Coconino County as Grantor and the City of Flagstaff as Grantee for approximately 4,554 square feet along the northwestern property line of the County's property at 2500 North Fort Valley Road (APN 102-02-057A). **Facilities**

In response to concerns from Chairman Taylor, Facilities Director Susan Brown spoke on the history of the parcel, on the rights of access to the sign on the property and access to utilities.

Chairman Taylor stated that Ms. Brown greatly improved details of the agreement.

The Board and Ms. Brown discussed the responsibilities for maintaining the trail on the property and the preference of approving a warranty deed over granting an easement; with Ms. Brown stating that circumstances in this case did not allow for an easement.

Before the item went to a vote, Chairman Taylor clarified that the County Attorney was allowed to make minor modifications to the item without going back to the Board of Supervisors.

**Motion:** Approve item 26, **Action:** Approved, **Moved by** Vice Chairwoman Elizabeth C. Archuleta, **Seconded by** Supervisor Ryan. **Discussion:** Mandy Metzger inquired if they should add "subject to review by City" to which Deputy County Attorney William Ring replied that this vote was the County's offer to the city, so they did not need to put that in the wording of the motion on the vote. **Passed:** Unanimously.

46. **Separated.** Approve Modification 2 of Cooperative Law Enforcement Agreement #12-LE-1103420-001 Coconino & Kaibab National Forests Financial Operating Plan with the USDA, Forest Service not to exceed \$66,000.00. **Sheriff's Office**

In response to questions from Supervisor Metzger, Sheriff's Office Administrative Operations Manager Kathleen Levinson clarified that the item was a specified area of patrol that would be included in their daily patrol. She further explained how deputies are paid and stated that in the event of a fire or other non-routine manner additional fees could be collected.

**Motion:** Approve Modification 2 of Cooperative Law Enforcement Agreement #12-LE-1103420-001 Coconino & Kaibab National Forests Financial Operating Plan, **Action:** Approve, **Moved by** Supervisor Metzger, **Seconded by** Supervisor Ryan. **Discussion:** Supervisor Ryan asked if the Sheriff considered modifying this in the future, Ms. Levinson replied that the cost-effectiveness is considered. **Passed:** Unanimously.

**Motion:** Resolve as the Flood Control District Board of Directors, **Action:** Resolve, **Moved by** Supervisor Metzger, **Seconded by** Supervisor Ryan. **Passed:** Unanimously.

48. Approve an Agreement with C and E Paving & Grading LLC and the County Flood Control District, to provide Copeland Channel cleaning services, not to exceed \$55,000 for a one year period. **Flood Control District**
49. Approve an on-call Agreement with Strategic Valuation Group of Arizona PLC and the County Flood Control District to provide professional appraisal services, not to exceed \$75,000 for a one year period. **Flood Control District**
50. Approve Modification 6 to the existing Emergency Watershed Protection Technical Assistance Agreement between the Coconino County Flood Control District and the Natural Resources Conservation Service for Phase 7 engineering and design work in the Schultz Flood area, in the amount of \$135,762.00, with no direct County funding commitment. **Flood Control District**

**Motion:** Approve of items 48, 49, 50 on the Flood Control Consent Agenda, **Moved by** Vice Chairwoman Elizabeth C. Archuleta, **Seconded by** Director Metzger. **Passed:** Unanimously.

**Motion:** Resolve as the Board of Supervisors, **Action:** Resolve, **Moved by** Director Metzger, **Seconded by** Vice Chairwoman Archuleta. **Passed:** Unanimously.

**Motion:** Resolve as the Jail District Board of Directors, **Action:** Resolve, **Moved by** Vice Chairwoman Archuleta, **Seconded by** Supervisor Ryan. **Passed:** Unanimously.

51. Close RFP 2011-11 Video Visitation for County Detention Facility. **Finance**

In response to Vice Chairwoman Archuleta, Ms. Levinson explained why the RFP was closed and stated that the RFP would be reissued and new proposals would be reviewed.

**Motion:** Approve item 51, **Moved by** Vice Chairwoman Archuleta, **Seconded by** Director Metzger. **Passed:** Unanimously.

**Motion:** Resolve as the Board of Supervisors, **Action:** Resolve, **Moved by** Director Ryan, **Seconded by** Vice Chairwoman Archuleta. **Passed:** Unanimously.

**Motion:** Resolve as the Public Health Services Board of Directors, **Action:** Resolve, **Moved by** Supervisor Ryan, **Seconded by** Vice Chairwoman Archuleta. **Passed:** Unanimously.

**Motion:** Approve items 52, 54 55 56, 56A, **Moved by** Director Metzger, **Seconded by** Director Ryan. **Discussion:** Public Health Services Board of Directors congratulated Mr. Babcock on his interim appointment and stated that they looked forward to working with him. **Passed:** Unanimously.

52. Approval of Intergovernmental Agreement (IGA) ADHS12-010891 with the Arizona Department of Health Services (ADHS) in the amount of \$10,511.50 for the period October 1, 2012, to September 30, 2013, to provide commodity supplemental food and senior Farmers Market nutrition services. **Public Health Services District**
53. **Separated.** Approval of Amendment #3 to the 2012 Public Health Emergency Preparedness contract #ADHS12-007885 between ADHS and CCPHSD to increase the base Contract amount to \$212,829 effective date of July 1, 2012. – **Public Health Services District**
54. Approval of an FY13 expenditure increase in the amount of \$8,384 for the Heartbeat Aerobic Winter Challenge Program, for the period October 15, 2012 to June 30, 2013, to provide worksite based physical activity promotion services. **Public Health Services District**
55. Approve the Independent Contractor Agreement with ConnectionsAZ, Inc. Urgent Psychiatric Center (UPC) in the amount of \$100,000 for the provision of Title 36 Court-Ordered Evaluations for the term of July 1, 2012 through June 30, 2013. **Public Health Services District**
56. Approval of Intergovernmental Agreement (IGA) ADHS11-004572, Amendment #4, with the Arizona Department of Health Services for the period October 1, 2012, to September 30, 2013, in the amount of \$790, 801.50, to provide Women, Infants and Children (WIC) nutritional assistance, Breastfeeding Peer Counseling, and Farmers Market Nutrition services. **Public Health Services District**
- 56.A. Confirm appointment of Kimbal Babcock as Acting Coconino County Public Health Officer with the authority so delegated to that position.

### **Separated Item**

53. **Separated.** Approval of Amendment #3 to the 2012 Public Health Emergency Preparedness contract #ADHS12-007885 between ADHS and CCPHSD to increase the base Contract amount to \$212,829 effective date of July 1, 2012. – **Public Health Services District**

In response to questions from Vice Chairwoman Archuleta, Acting Coconino County Public Health Officer Babcock confirmed that there is close communication between the emergency preparedness staff and the emergency coordinator.

**Motion:** Approve item 53, **Moved by** Vice Chairwoman Archuleta, **Seconded by** Director Ryan. **Passed:** Unanimously.

**Motion:** Resolve as the Board of Supervisors, **Action:** Resolve, **Moved by** Director Metzger, **Seconded by** Director Ryan. **Passed:** Unanimously.

57. Approve renewal of IGA No. A12AC01067, Navajo Reservation Road Maintenance Agreement with the Bureau of Indian Affairs (BIA) with revenue in the amount of \$167,420.00 from October 1, 2012 through September 30, 2013. **Public Works**

Public Works Deputy Director Mike Lopker provided information on the agreement, stating the terms are now more favorable to Coconino County and requested approval of a second year of the five-year agreement.

The Board commended the Public Works department and BIA for their remarkable collaboration.

**Motion:** Approval of the renewal of IGA No. A12AC01067, Navajo Reservation Road Maintenance Agreement with the Bureau of Indian Affairs (BIA) with revenue in the amount of \$167,420.00 from October 1, 2012 through September 30, 2013, **Moved by** Supervisor Metzger, **Seconded by** Supervisor Ryan. **Discussion:** Supervisor Ryan thanked the Public Works Department for work well done. **Passed:** Unanimously.

58. Public hearing for consideration and approval of Ordinance Number 2012-08 amending the Coconino County Drainage Design Criteria to further refine applicability to design of post-disaster mitigation measures. **Public Works**

Public Works Program Manager Dustin Woodman presented the amended drainage design criteria; and in response to questions, explained what the ordinance did and did not address, including situations when another agency performed mitigation work. Vice Chairwoman Archuleta spoke about the role of scientific analysis in the mitigation project decisions. Supervisor Ryan requested that Public Works contact other entities that would be affected.

Chairman Taylor opened the Public Hearing, and upon receiving no comment, closed it.

**Motion:** Approve Ordinance Number 2012-08 amending the Coconino County Drainage Design Criteria to further refine applicability to design of post-disaster mitigation measures, **Moved by** Vice Chairwoman Archuleta, **Seconded by** Supervisor Metzger. **Passed:** Unanimously.

Seeing no further business, Chairman Taylor adjourned the meeting at 6:49 p.m.

DRAFT

OFFICE OF THE COCONINO COUNTY BOARD OF SUPERVISORS,  
THE JAIL DISTRICT BOARD OF DIRECTORS,  
THE PUBLIC HEALTH SERVICES DISTRICT BOARD OF DIRECTORS, AND  
THE COCONINO COUNTY BOARD OF EQUALIZATION  
COCONINO COUNTY, FLAGSTAFF, ARIZONA  
TUESDAY, NOVEMBER 13, 2012

The Board of Supervisors, the Jail District Board of Directors, the Public Health Services District Board of Directors, and the Board of Equalization met in Regular Session on Tuesday, November 13, 2012, at 10:00 a.m. in the Board of Supervisors Meeting Room, First Floor, Administrative Center, 219 E. Cherry Avenue, Flagstaff, Arizona.

**Roll Call.**

**Present:** Chairman Carl Taylor, Vice Chairwoman Elizabeth C. Archuleta, Supervisor Matthew Ryan, Supervisor Mandy Metzger, and Supervisor Lena Fowler.

**Also Present:** Clerk of the Board Wendy Escoffier, Recording Specialist Jonathan McIntosh, Interim County Manager Mike Townsend, Deputy Clerk of the Board Sharon David, Sr. Civil Deputy County Attorney William Ring, Deputy County Manager Larry Dannenfeldt, Acting Chief Health Officer Kimbal Babcock, Deputy County Attorney Jessica Leiser, Deputy County Attorney Tim McNeel, Community Development Director Sue Pratt, Director of Public Works/Assistant County Manager Andy Bertelsen, Human Resources Director/Assistant County Manager Allison Eckert, and Governmental Relations Director/Assistant County Manager Joanne Keene.

**Call to Order**

Chairman Taylor called the meeting to order at 10 am and led the Pledge of Allegiance.

**Call to the Public for Items Not on the Agenda**

There were no comments from the public for items not on the agenda.

**Motion:** Approve consent agenda items 1-12. **Action:** Approved, **Moved by** Vice Chairwoman Archuleta, **Seconded by** Supervisor Metzger. **Passed:** Unanimously.

1. Approve of minutes for the regular meeting on October 30, 2012, minutes for the regular meeting on September 18, 2012, and special session minutes on June 12, 2012.
2. Warrant Registers: An itemized list of the below-numbered claims is filed in the official record of the Coconino County Board of Supervisors. **Board of Supervisors**

<u>Run Date</u>	<u>Warrant Number</u>	<u>Computer Register Total</u>
10/25/2012	91304087-91304292	\$398,744.29
10/25/2012	*EFT 479-490	\$26,965.98
11/01/2012	91304293-91304499	\$3,444,746.39

3. Set for Public Hearing to be held at the Board's meeting of December 4, 2012 Case No. AB-12-001: A request for abandonment of County right-of-way along West Route 66 to be abandoned to eight adjacent property owners along the north side of West Route 66 west of the Flagstaff city limits. The property is located in the vicinity of the intersection of West Route 66 and Flagstaff Ranch Road and including right-of-way on the north side of West Route 66 from approximately 1,200 feet east of Flagstaff Ranch Road to approximately 2,000 feet west of Flagstaff Ranch Road. Applicant: Coconino County Public Works Department, Flagstaff, Arizona. **Community Development**
4. Approve Intergovernmental Agreement Contract No. DE 111076-001 Amendment No. 7 between the Arizona Department of Economic Security and Coconino County Community Services to decrease the Case Management reimbursement ceiling by \$255, increase Community Services by \$7,856 and decrease Transportation Services by \$440 for a cumulative reimbursement ceiling amount of \$2,504,572 from July 1, 2010 through June 30, 2015. **Community Services/Social Services**
5. Accept the award of Phase 30 grant funds from the United Way Emergency Food and Shelter National Board Program (EFSP) to provide case management services for rent and mortgage in the amount of \$10,003 from January 1, 2012 to December 31, 2012. **Community Services/Social Services**
6. Accept the award from the Flagstaff Community Foundation Grant to expand Basic Business Empowerment (BBE) training and technical services and fund local match requirements in the amount of \$10,000 from January 1, 2013 through December 31, 2013. **Community Services/BBE**
7. Approve Cooperative Agreement number CA-1302 between The Nature Conservancy and Coconino Rural Environment Corps for restoration project work on Conservancy lands from the date of the last signature through October 2017. **Community Services/CREC**
8. Approve an Intergovernmental Agreement between Coconino County and Coconino County Superior Court for professional human resources services. **Courts and Human Resources**
9. Approve Resolution 2012-42 indicating the subdivision improvements have not been installed or completed as required by the Flagstaff Meadows Unit 3 Phase 1 Final Plat. **County Attorney**

10. Approval of an amendment to the Professional Services Agreement with IPM, extending the term of the agreement on a week-to-week basis not to exceed December 7, 2012, for the provision of management services to assist the Community Services Department.

**County Manager**

11. Approve the contract with the AZ Daily Sun for the publishing of legal notices, displays and classified ads. **Finance**

12. Approve a revised IGA between Coconino County's Education Service Agency and Northern Arizona University in response to NAU contractual language change.

**Superintendent of Schools**

**Motion:** Resolve as the Jail District Board of Directors. **Action:** Approved, **Moved by** Vice Chairwoman Archuleta, **Seconded by** Supervisor Metzger. **Passed:** Unanimously.

13. Approve agreement #130032DC with the Arizona Department of Correction, Correctional Officer Certification Training (COTA), to provide Correctional Officer Certification Training and Advanced Training if needed in the amount of \$660, not to exceed \$800 per cadet, as a backup academy to our in-house academy. **Jail District**

**Motion:** Approve agreement #130032DC with the Arizona Department of Correction to provide Correctional Officer Certification Training and Advanced Training if needed in the amount of \$660, not to exceed \$800 per cadet. **Action:** Approved, **Moved by** Supervisor Metzger, **Seconded by** Vice Chairwoman Archuleta. **Passed:** Unanimously.

**Motion:** Resolve as the Board of Supervisors. **Action:** Approved, **Moved by** Supervisor Ryan, **Seconded by** Vice Chairwoman Archuleta. **Passed:** Unanimously.

**Motion:** Resolve as the Public Health Services District Board of Directors. **Action:** Approved, **Moved by** Supervisor Metzger, **Seconded by** Vice Chairwoman Archuleta. **Passed:** Unanimously.

14. Approval of the Agreement with North Country HealthCare for the period of July 1, 2012 through June 30, 2013 for the operation of the Northern Arizona Center Against Sexual Assault (NACASA) plus the cost of exams in the amount of \$95,000. **Public Health Services District**

The Board and Mr. Babcock discussed details of the agreement including the administrative fee, the role of the City and alternative sources of funding and partnership opportunities. Chairman Taylor requested to postpone the item and in order for a work session or more information about partnerships for funding.

**Motion:** Table item 14 pending more information. **Action:** Approved, **Moved by** Supervisor Metzger, **Seconded by** Supervisor Ryan. **Discussion:** Supervisor Ryan seconded the motion and added

with his second that he would prefer for the item to be taken care of and not postponed indefinitely. Mr. Babcock clarified the timing associated with the item: stating that he only needed approximately a month to research the Board's questions. Vice Chairwoman Archuleta stated that because the item was retroactive the County was committed to the funding. Chairman Taylor also added that he shared Supervisor Ryan's concern in regard to timing. **Passed:** Unanimously.

**Motion:** Resolve as the Board of Supervisors. **Action:** Approved, **Moved by** Vice Chairwoman Archuleta, **Seconded by** Supervisor Fowler. **Passed:** Unanimously.

**Motion:** Resolve as the Board of Equalization. **Action:** Approved, **Moved by** Supervisor Metzger, **Seconded by** Supervisor Ryan. **Passed:** Unanimously.

15. Approve BOE Resolution 2012-5, receiving and accepting the Hearing Officer's recommendations for Petition for Review of Notice of Change Hearings for Tax Year 2013, conducted November 2 and November 5, 2012. **Board of Equalization**

Clerk of the Board of Supervisors Wendy Escoffier and Deputy Clerk Sharon David explained the Notice of Change appeal and hearing process and answered questions from the Board. Ms. Escoffier requested the motion include a change to the resolution to include Hearing Officer Coleman Greenberg conducted hearings on November 5<sup>th</sup>.

**Motion:** Accept the hearing officer's recommendation with a modification to include Hearing Officer Coleman Greenberg as part of the resolution. **Action:** Approved, **Moved by** Director Ryan, **Seconded by** Director Metzger. **Passed:** Unanimously.

**Motion:** Resolve as the Board of Supervisors. **Action:** Approved, **Moved by** Vice Chairwoman Archuleta, **Seconded by** Director Ryan. **Passed:** Unanimously.

16. Public Hearing for consideration and approval of a renewal franchise agreement with Flagstaff Ranch Water Company, pursuant to A.R.S. 40-283. **County Attorney**

Sr. Civil Deputy County Attorney William Ring recused himself of the item, citing a potential conflict of interest. Deputy County Attorney Jessica Leiser presented the Franchise Water Agreement to the Board of Supervisors. She stated that the agreement is similar to the format used by Mohave County. Ms. Leiser noted that the County has updated maps from the utility company and has increased communication in regard to where utilities lie. In response to questions from the Board, Ms. Leiser said the utility must meet required depth for lines and standard building requirements. She clarified that the agreement did not stipulate which side of the road utilities are located and it does include conditions for pavement resurfacing and moving the utilities. Ms. Leiser stated the County is prohibited by law from charging a franchise fee; however, the agreement could be modified if there were a legislative change that allowed for franchise fees in the future.

Chairman Taylor opened the public hearing and receiving no comments, closed it.

**Motion:** Pass resolution 2012-43, the renewal of the 1987 Franchise Agreement between Coconino County and Flagstaff Ranch Water Company. **Action:** Approved, **Moved by** Supervisor Ryan, **Seconded by** Vice Chairwoman Archuleta. **Passed:** Unanimously.

### Work Session

#### A. Roundtable Discussion/Committee Liaison Reports.

Various reports from Supervisors and staff with no action taken.

Chairman Taylor called for a recess at 11:25 a.m. and reconvened the meeting at 1:00 p.m.

17. PUBLIC HEARING AND CONSIDERATION OF: An appeal of a decision of the Planning and Zoning Commission denying a Conditional Use Permit for a youth camp with a capacity for 1400 campers and a retreat center for property consisting of 68.8 acres in the General Zone. The property is located south of Flagstaff on I-17 southeast of the Fox Ranch Road interchange and identified as Assessor's Parcel Numbers 401-41-002A and 401-41-005D. Appellant: United Christian Youth Camp, Prescott, Arizona.

#### **Community Development**

Chairman Taylor made comments about the hearing process and clarified that the item is about the land use.

Community Development Director Sue Pratt summarized the case and the actions of the Planning and Zoning Commission to the Board of Supervisors. She said property owners expressed concerns about wildlife and traffic. Ms. Pratt reviewed the findings the Board must make in order to approve the permit: 1. The proposed location of the conditional use is in accord with the objectives of this Ordinance and the purpose of the zone in which the site is located; 2. The proposed location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity; 3. The proposed conditional use will comply with each of the applicable provisions of this Ordinance, except for approved variances; and 4. The proposed conditional use is consistent with and conforms to the goals, objectives, and policies of the General Plan or Specific Plan for the area.

She stated there were nearly 230 petitions and emails in support of the youth camp to be located at this location. Ms. Pratt also stated that Pinewood Fire Department's letter of support included the possibility of a fire station on the property. She clarified that a fire station would not be a part of the plan.

The Board and Ms. Pratt discussed what was presented to the Planning and Zoning Commission and what was presented to the Board for consideration; focusing on whether or not different information was now being considered by the Board without the Commission having an

opportunity to consider it. The Board also reviewed their past policies regarding the consideration of different material at the appeal level and discussed whether the item should be remanded to the Commission if the information was indeed different.

Supervisor Fowler stated her desire to receive legal advice in executive session.

**Motion:** Go into executive session. **Action:** Approved, **Moved by** Supervisor Fowler, **Seconded by** Supervisor Ryan. **Passed:** Unanimously.

The Board of Supervisors went into executive session at 1:20 p.m. and adjourned to the second floor conference room. Chairman Taylor reconvened the open meeting at 1:59 p.m.

Interim Principal Planner Tiffany Antol spoke to the Board of Supervisors about the concerns from the Planning and Zoning Commission hearing which included fencing issues, floodplains, protection of wetlands, wildlife permeability, commercial versus nonprofit use, and a monitoring plan for the permit.

In response to questions from the Board regarding the development's impact to wildlife, Arizona Game and Fish Wildlife Specialist Mark Ogonowski spoke about water sources and the difficulty of designing a fence so that overall access by wildlife may be shifted but not excluded. The Board

Mr. Greg Figueroa, director of the Prescott youth camp, told the Board about the camp's mission and provided stories of lives that had been changed from attending a youth camp. He also stated that exposing the young to the beauty of nature was important.

Whitney Cunningham, of Flagstaff and the legal representative for the property owner, presented a map to the Board that depicted a visual description of what was presented to the Planning and Zoning Commission and the conditions suggestions by staff. The Board, staff and Mr. Cunningham discussed whether or not the Board was reviewing a different project than the Planning and Zoning Commission and whether or not the Commission's outcome would have been different had it reviewed the scaled down version of the project. Mr. Cunningham stated the project had been scaled back in the number of campers that would be onsite at any one time.

Mr. Cunningham addressed concerns of locating the campground on that site: including concerns of neighbors, traffic concerns, access and the fact that the north access is located on private property was not given to the applicant in a timely manner, and environmental concerns. He cited the willingness of the camp directors and staff to comply with the 31 conditions recommended by Planning and Zoning staff. Mr. Cunningham asked the Board to reject emotional objections to the project and approve the conditional use permit. He also cited a positive economic benefit to the County, the better value of the land use, and a positive experience for children attending the camp.

The Board and Mr. Cunningham reviewed the location and number of parking spaces, with Mr. Cunningham stating the number of parking spaces exceeds the needs of the camp because of buses, as does the camp in Prescott.

Supervisor Ryan said that while economic generation and a positive experience for children were factors, the decision was ultimately about planning and zoning as opposed to revenue. From a land-use aspect, Mr. Cunningham stated he thought the project deserved their approval.

The Board returned to the discussion of changes in the site plan and Chairman Taylor clarified that the staff report did not reflect the smaller size needed for the amphitheater. He stated that the project scales down when the number of attendees is decreased.

Chairman Taylor questioned whether the project should be remanded to the Commission or if the appeal hearing should continue.

Supervisor Ryan discussed the parcel recently rezoned for conservation and expressed concerns with conditional use permits.

In his closing statement, Mr. Cunningham urged the Board of Supervisors not to agree with the Planning and Zoning Commission's decision and to approve the conditional use permit.

Chairman Taylor explained the public hearing portion of the meeting and how to speak to the Board. Chairman Taylor opened the Public Hearing at 3:18 p.m.

Chairman Taylor announced that Julie Pastrick was prepared to speak on behalf of the Board of Directors of the Flagstaff Chamber of Commerce in support of the conditional use permit but had to leave the meeting.

Lyn Fox, owner of adjoining property, disputed Mr. Cunningham's assertion that information was submitted last minute to the Commission. She disputed the traffic study, stating that the traffic study failed to mention the truck deliveries, counselors, and maintenance workers. She said when her family provided an easement to the south and east, they were told it would never be used for a road. She said the proposed road would be adjacent to the water tank, interfering with wildlife. She said the project is not right for this area.

Supervisor Ryan also noted that letters against the project had been submitted from Fox family members.

Mike Tucker, nearby property owner, and said he represents his father-in-law. He disputed Mr. Cunningham's assertion of the late notice about the road. He said the road is on his property and said there is a dispute on the access to the property in question for development. He said the legal access to the property in question is to the south.

Christ Church Pastor Chris Reed, who is on the board of directors for the camp, stated although a conditional use permit is not a guarantee, churches are not excluded from any zoning. He reviewed that the group has agreed with the 31 stipulations staff suggested for approval. He reviewed the concerns of the commission; size of camp and access and said that there is no reason why the CUP should not be approved.

Dick Drinen of Munds Park cited his positions in the community including serving as Chairman of the Pinewood Fire District and Sanitary District Boards. He said both districts support the project and that there is no reason for the Board to deny it.

Supervisor Ryan noted the Fire chief had submitted a letter outlining the district's support.

Tim Traska of Flagstaff spoke in favor of the project and suggested the Board look to the future and approve a project that would work with the land. He spoke on the economic impact of delivering food to the camp. He asked the project to be sent back to the Commission if the Board denies it.

Vickie Shepard of Flagstaff spoke in favor of the project and said the property is a beautiful piece of heaven and the camp would be in the back and that the area would not be ruined. She said she is personally familiar with the camp and believes the noise will not impact the wildlife. She disagreed with the Commission's opinion that the project would mar the landscape and disrupt wildlife.

Len Friedlund identified himself as a full-time Munds Park resident and stated he is involved in nine of the 12 organizations in the community and he has not heard a negative comment about it. He stated he supports the project.

Allen Chan, manager of Babbitt Ford, said he appreciates the process and appreciates the rules. He spoke in favor of the project as the developers have followed the rules.

Receiving no other comments, Chairman Taylor closed the public hearing at 3:48 pm.

The Board and staff continued their discussion of parking, the secondary access, and the need for an engineered design to cross the conservation easement that meets standards for flood control and approval from the Natural Resource Conservation District, and access in general.

In response to questions from the Board, Ms. Pratt stated the southern access was eliminated when the wildlife conservation easement was approved by the Board earlier this year. In regards to the applicant not being aware that access from the north crossed private property, Supervisor Ryan clarified the hearing process and the ability for people to speak during the hearing. "So the idea that information must be presented ahead of time does not apply to thoughts and ideas expressed by citizens during the hearing."

Ms. Pratt stated that the question of legal access was added as stipulation number 31; that the owner would have to demonstrate access before the CUP is issued and the County is not in the access discussion.

Coconino County Chief Deputy Sheriff Jim Driscoll stated the Sheriff's Office did meet with the applicant and toured the property. He said concerns regarding a fire evacuation route were answered satisfactorily.

The Board and staff discussion continued for nearly an hour on impacts to wildlife and possible mitigation efforts to protect the wildlife corridors, water sources for wildlife impacted by the proposed project, AZ Department of Transportation's project to channel wildlife away from Interstate 17 and the fact that the Munds Park wildlife crossing is a significant corridor for bigger wildlife, and the comprehensive land use plan including zoning allowed in the area.

Supervisor Ryan clarified with Ms. Pratt that the recent rezoning and conservation easement fits the comprehensive plan. Ms. Pratt clarified the density allowed in the comprehensive plan for the area and concurred that staff did work with the applicant on conditions but stated that 31 conditions is a lot for a use permit.

Chairman Taylor questioned each Supervisor in order to provide the appellant with a sense of the Board's direction.

Supervisor Fowler stated she is concerned with impact to wildlife and the location of activities related to wildlife movement and expressed concern with the conflicting number of campers presented to the Commission and Board.

Supervisor Metzger stated it is an important area but is not a pristine area and said her concerns are with how much is the right amount. She also expressed concern with possible disruptions to wildlife movement.

Supervisor Ryan said he reviewed the record from the Commission and said they are a diverse group. He spoke about the comprehensive plan and the concern he has of the application on the comprehensive plan. He stated the recent rezoning approved in the area was done to gain the conservation easement and he expressed concern that the access would travel across the most sensitive area of the conservation property. He said the number of campers being reduced from 1,200 to 1,400 is not a concern; it is the fact that it is a much heavier use in a rural area and it is incompatible with the current and adjacent zoning. He said he can find multiple areas where the project is not compatible with the Comprehensive Plan. He spoke on the impact to the corridor and the difficulty of making the findings required for approval.

Vice Chairwoman Archuleta said she is struggling with the density, impact to wildlife and existing residents. She said she has similar concerns as expressed by Supervisor Ryan; that the use is not compatible with the zoning. Vice Chairwoman Archuleta stated that she views the project as a permanent development even though the CUP is for 15 years because the structures will be permanent. She said the Board could consider downsizing the project and adding stipulations but stated that if it is reduced, it should be remanded to the Commission.

Chairman Taylor thanked the audience for their polite demeanor and stated he believes it is a large project with an impact to the area. He said he agrees with his colleagues that it is a high density use in a rural area.

Mr. Cunningham declined an offer of a recess and stated the United Christian Youth Camp wanted a positive vote from the Board and would appreciate a remand to Planning and Zoning to allow the applicant to work with staff and present a revision to the Commission.

The Board and Ms. Pratt discussed the financial and timing aspects of a withdrawal of the application, a denial, and a remand to the Commission.

Supervisor Ryan questioned the action of remanding the application to the Commission, stating that would signal that the Board approved it and he still cannot make the finding that it fits the comprehensive plan.

Chairman Taylor said he has great confidence in the Planning and Zoning Commission and staff and said if the Commission does not approve it can come back to the Board on appeal.

Vice Chairman Archuleta agreed that the plan would have to be modified significantly in order for the findings to be made. The Board discussed the changes to the plan that would have to be made and said it would be the property owner's decision whether to invest more effort into this location.

**Motion:** Remand case number CUP12-049 an appeal of the Planning and Zoning Commission action denying a conditional use permit proposing a youth camp with a capacity for 1,200 campers and a retreat center for property consisting of 68.8 acres in the General Zone. All of the discussion regarding the case will be given to clients (and Planning and Zoning Commission) for direction and guidance, **Action:** Remanded, **Moved by** Vice Chairwoman Elizabeth C. Archuleta, **Seconded by** Supervisor Metzger. **Discussion:** Supervisor Ryan stated that he would like the project to be realized in the County but now organizers had an opportunity to explore alternatives through the remand.

**Passed:** Four in favor. **Opposed:** Supervisor Ryan.

There being no further business, Chairman Taylor adjourned the meeting at 4:48 pm.

**COCONINO COUNTY BOARD OF SUPERVISORS**

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Carl Taylor, Chairman

**ATTEST:**

(SEAL)

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Wendy Escoffier, Clerk of the Board

DRAFT

# BOARD OF SUPERVISORS MEETING

DECEMBER 4, 2012

REGULAR SESSION  
CONSENT

## WARRANTS

Warrant Registers: An itemized list of the below-numbered claims is filed in the official record of the Coconino County Board of Supervisors.

1. Warrant Registers: An itemized list of the below-numbered claims is filed in the official record of the Coconino County Board of Supervisors. **Board of Supervisors**

<u>Run Date</u>	<u>Warrant Number</u>	<u>Computer Register Total</u>
11/21/2012	91304999-91305229	535,600.84
11/21/2012	*EFT 528-538	54,116.29

\*Electronic Fund Transfers

**Meeting Date:** December 4, 2012

**Date:** December 4, 2012

**To:** Honorable Chairman and Members of the Board

**From:** Christine Mazon, Assessor

**Subject:** Approve an Intergovernmental Agreement (IGA) to Provide Data Processing Services for La Paz County Assessor and Approve a Limited Term Full-Time Position to Ensure Successful Implementation of Data Processing Services and Key Position Coverage.

**Recommendation:**

Staff recommends approval of the IGA between the Coconino County Assessor and the La Paz County Assessor for data processing services and approve a limited term full-time position to ensure successful implementation of data processing services and key position succession coverage.

**Background:**

An IGA data processing services is made between Coconino County Assessor and the La Paz County Assessor, in accordance with ARS 11-952.

The Assessor is required by ARS 42-13004 (A) to use data processing services prescribed by the Arizona Department of Revenue. The Assessor is required to identify, locate and list all real and personal property within their counties for ad valorem taxation purposes. This includes, but is not limited to, listing improvements, mobile homes, business properties, processing splits, ownership changes, address changes, processing statutory exemptions, senior value freezes, appeals and providing data to the public. The Assessor is also required to provide the tax roll for certification by the Board of Supervisors and the Treasurer for collection. The Assessor is mandated to provide all assessment and collection services to all taxing entities annually at no cost to them.

Historically, data Processing Services were provided by the Arizona Department of Revenue (ADOR) through a property tax appraisal and administration system. Arizona Assessors were notified by the ADOR in January 2009 that they would no longer be providing data processing services to counties effective September 2010. Due to these changes, Coconino County and other counties purchased (without financial assistance from the state) data processing service software. Coconino County is currently using the Tyler software system.

Currently, these data processing duties are being conducted by the Software Implementation Specialist. This is a key position within the Assessor's office to maintain the county's property valuation system, as well as provide data to the Department of Revenue as required by law. La Paz County is requesting Coconino County provide data processing services and assistance in accordance with A.R.S. 42-13004(B) for the purpose of facilitating La Paz County's property tax functions as described in Exhibit A of the IGA. These services will be provided by the Software Implementation Specialist.

To provide backup to the Software Implementation Specialist, the Assessor is also recommending the Board of Supervisors approve a 2 ½ year limited FTE for the department to assist Judy with the additional duties. The new FTE would also be required to work directly with La Paz County, ADOR and continue maintaining the county's data to assure all data conversions, tabular data and administrative items are properly converted, updated and maintained according to our Annual Calendar of Events.

**Fiscal Impact:**

The Limited FTE would be approved for up to 2 ½ years. Providing data processing services to La Paz County would generate \$44,800 per year, and would cover a portion of the Limited FTE's salary. The balance of the salary for Fiscal Year 2012 will be funded by the county's general fund through salary savings in the Assessor's office. Future funding of the position will be covered by temporary wages. If additional IGA's are obtained with other counties, the revenue will be used to fund the position and reimburse the general fund, providing succession planning and backup at no cost to the county in the future.

**SUBMITTED BY:**

**APPROVED BY**

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Christine Mazon, Assessor

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Mike Townsend, Interim County  
Manager

**ATTACHMENTS:**

Intergovernmental Agreement (IGA) between Coconino County and La Paz County  
La Paz IGA Fiscal Impact

**INTERGOVERNMENTAL AGREEMENT**

Between  
The La Paz County Assessor's Office  
And  
The Coconino County Assessor's Office

This Intergovernmental Agreement ("Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the La Paz County Assessor's Office ("La Paz County"), and the Coconino County Assessor's Office ("Coconino County"), (together the "Parties"), for the purpose of data processing and consulting services.

WHEREAS, the Parties are each authorized by A.R.S. § 11-952 enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies; and

WHEREAS, La Paz County is required by A.R.S. § 42-13004(A) to use data processing systems prescribed by the Department of Revenue; and

WHEREAS, La Paz County does not own or lease all of the equipment or services that are necessary to meet the requirements of the Department of Revenue; and

WHEREAS, La Paz County is authorized by A.R.S. § 42-13004(B) to contract with another county for data processing services; and

WHEREAS, Coconino County owns equipment and services necessary to meet the requirements of the Department of Revenue; and

WHEREAS, the Parties contract hereunder in compliance with A.R.S. § 42-13004 for the provision of data processing services to facilitate property taxation functions for both Parties.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth below, the Parties agree as follows:

**1.0 DURATION**

The term of this Agreement shall be thirty (30) months, beginning on the Effective Date. This Agreement may be renewed for additional terms upon the approval of the Coconino County Board of Supervisors.

**2.0 RESPONSIBILITIES**

**2.1** Coconino County shall provide La Paz County with data processing services and assistance in accordance with A.R.S. § 42-13004. The data processing services and assistance shall be provided for the purpose of facilitating La Paz

County's property tax functions and may be changed by Coconino County from time to time.

- 2.2 Coconino County shall, as a component of its consulting services, respond to any subpoena related to a valuation or classification appeal to the Arizona Tax Court. Consultant services shall be billed as set forth in Exhibit B.
- 2.3 La Paz County shall furnish all information required by Coconino County to the Coconino County Assessor's Office in a form and manner in accordance with the request made by the Coconino County Assessor's Office. Coconino County shall not be responsible for La Paz County's failure to comply with statutory or administrative deadlines where data processing or consulting services are completed on or before a mutually agreeable deadline.
- 2.4 La Paz County shall furnish to the Coconino County Assessor's Office remote access and a password for access to the Tyler System that includes sufficient security access to perform the required data processing services.
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- 2.6 Any provided service that Coconino County determines contains errors caused by incorrect information furnished by La Paz County shall be corrected and provided again by Coconino County, and charged to La Paz County at Coconino County's actual cost. If La Paz County is late in providing correct information required for any services hereunder, Coconino County shall not be obligated to provide such service. Any subsequent undertaking to provide such service shall be provided at the discretion of Coconino County and at such date and cost as determined by Coconino County.

### **3.0 FINANCING**

- 3.1 Data processing services shall be billed in the amount of \$44,800 per year. A description of data processing services is included in Exhibit A. The cost of data processing services shall be budgeted by La Paz County and payment shall be due and payable based on the following:
  - 3.1.1 Services provided between January 1, 2013 and June 31, 2013, equaling \$22,400, shall be invoiced on February 1, 2013 and due on March 1, 2013.
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3.1.4 Payments are delinquent if not paid within thirty (30) days of the applicable due date

3.2 Consulting services shall be provided, as needed, in addition to data processing services. A description of consulting services is included in Exhibit B.

3.3 Coconino County agrees to provide, and La Paz County agrees to pay for additional hours of consulting time, beyond the estimates provided in Exhibit B at the rate of \$140.00 per hour. Any additional hours of consulting time must be requested by La Paz County. Payment for additional hours of consulting time shall be due and payable immediately upon receipt of invoice therefore.

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3.5 In addition to payments referenced above, La Paz County shall remit payment to Coconino County for all actual costs incurred by Coconino County in transfer of information between La Paz County and Coconino County immediately upon receipt of invoice therefore.

#### **4.0 TERMINATION**

This Agreement may also be terminated upon thirty (30) days' written notice by either party. Any data processing or consulting services not yet performed shall be discounted from any payment not yet made or shall be refunded from payments already made, in an amount pro-rated in thirty (30) day increments.

#### **5.0 GENERAL TERMS AND CONDITIONS**

##### **5.1 Non-Availability of funds**

Every obligation of Coconino County under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by Coconino County at the end of the period for which funds are available. No liability shall accrue to Coconino County in the event this provision is exercised, and Coconino

County shall not be obligated or liable for any future payments or damages as a result of termination under this paragraph.

## **5.2 Non-Discrimination**

La Paz County shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. La Paz County shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

## **5.3 Record and Audits**

Pursuant to A.R.S. § 35-212, § 25-215, and §41-2548, all books, accounts, reports, files and other records related to this Agreement shall be subject, at all reasonable times, to inspection and audit by Coconino County during the term of this Agreement and for five (5) years after the termination of this Agreement.

## **5.4 Conflict of Interest**

This Agreement is subject to cancellation under A.R.S. § 38-511, cancellation of contracts by political subdivisions of the state.

## **5.5 Third Party Antitrust Violations**

La Paz County assigns to Coconino County any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties toward fulfillment of this Agreement.

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The Parties agree to comply with all provisions of Executive Order 2005-30, ensuring compliance with federal immigration laws by employees and contractors.

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Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the Parties or as requiring the Parties to expend any sum in excess of its appropriations.

## **6.0 DISPUTE RESOLUTION**

### **6.1 Meet and confer process**

In the event that Coconino County or La Paz County believes that the other has committed a possible violation of this Agreement, it may request in writing that the Parties meet and confer in good faith for the purpose of attempting to reach a mutually satisfactory resolution of the problem within thirty (30) days of the date of service of said request.

### **6.2 Notice of Disagreement**

If the complaining party is not satisfied with the result of the meet and confer process, the complaining party may provide written notice to the other party that identifies and describes any alleged violation of this Agreement (“Notice of Disagreement”), with particularity, if available, and sets forth the action required to remedy the alleged violation. A Notice of Disagreement must be provided within thirty (30) days of the meet and confer process.

### **6.3 Response to Notice of Disagreement**

Within thirty (30) days of service of a Notice of Disagreement, recipient shall provide a written response either denying or admitting the allegations set forth in the Notice of Disagreement and, if the truth of the allegations is admitted, setting forth in detail the steps it has taken and/or will take to cure the violations. Failure to serve a timely response shall entitle the complaining party to proceed directly to arbitration, as provided in § 6.4 below.

### **6.4 Binding Arbitration Procedure**

Subject to prior compliance with the Meet and Confer process set out above in § 6.1 and the Notice and Response processes in §§ 6.2 and 6.3, either party has the right to initiate binding arbitration to resolve any dispute arising under this Agreement. The arbitration shall be conducted in accordance with the following procedures:

- 6.4.1** The arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator shall be selected pursuant to such rules; provided that s/he must be a licensed attorney, knowledgeable in property

taxation. The Parties and the arbitrator shall maintain strict confidentiality with respect to the arbitration

- 6.4.2 The arbitration shall be held in Coconino County, Arizona, unless otherwise agreed on by the Parties. The arbitrator shall be empowered to grant equitable and injunctive relief and specific performance on the terms and conditions of this Agreement. The arbitrator shall not have the power to award punitive damages. The provisions of Arizona Code of Civil Procedure are incorporated into, and made a part of this Agreement; provided that no discovery authorized by said section may be conducted without leave of the arbitrator, who shall decide to grant leave based on the need of the requesting party and the burden of such discovery in light of the nature and complexity of the dispute.
- 6.4.3 If either Party requests a hearing, the arbitrator shall set the matter for hearing. Otherwise, the arbitrator shall decide whether to set the matter for hearing.
- 6.4.4 The resulting award shall be in writing and give the reasons for the decision. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The costs and expenses of the American Arbitration Association and the arbitrator shall be shared equally by and between the Parties unless the arbitrator rules otherwise.

## **6.5 Enforcement**

Any award in arbitration held pursuant to § 6.4 may be enforced by bringing an action in the Superior Court for Coconino County.

## **7.0 INDEMNIFICATION**

La Paz County will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless Coconino County and/or any of its agents, officials and employees from any and all claims, demands, suits, proceedings, losses, costs and/or damages of every kind and description, including attorney's fees and/or litigation expenses which may be brought or made against or incurred by Coconino County on account of loss 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 La Paz County, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of La Paz County and/or its subcontractors or claims under similar such laws or obligations.

**8.0 FORCE MAJEURE**

No Party to this Agreement shall be held responsible for delay or default caused by terrorism, natural disasters, riots, acts of God and/or war which is beyond the reasonable control of the Parties.

**9.0 SEVERABILITY**

If any provision of this Agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

**10.0 AMENDMENTS**

The terms and conditions of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the Parties.

**11.0 MERGER**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter

**12.0 NOTICES, REPORTS, & CORRESPONDENCE**

All notices, reports, and correspondence shall be sent to:

La Paz County Assessor  
1112 Joshua Avenue, Ste 204  
Parker, AZ 85344

Coconino County Assessor  
110 E. Cherry Avenue  
Flagstaff, AZ 86001

**13.0 SIGNATURE AUTHORITY**

This Agreement is effective upon the signature of \_\_\_\_\_, the Chairperson of the Coconino County Board of Supervisors.

IN WITNESS HEREOF, the parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**LA PAZ COUNTY ASSESSOR'S  
OFFICE**

**COCONINO COUNTY**

\_\_\_\_\_  
Chairperson, La Paz County Board of  
Supervisors

\_\_\_\_\_  
Chairperson, Coconino County Board of  
Supervisors

ATTEST

ATTEST

\_\_\_\_\_  
Clerk of the La Paz County Board of  
Supervisors

\_\_\_\_\_  
Clerk of the Coconino County Board of  
Supervisors

APPROVED AS TO FORM AND  
WITHIN THE AUTHORITY OF THE  
COUNTY

APPROVED AS TO FORM AND  
WITHIN THE AUTHORITY OF THE  
COUNTY

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Deputy County Attorney

## **Exhibit A**

### **Description of Data Processing Services Provided**

**Data Processing** – Data processing services shall be provided at an annual cost of \$44,800. A brief description of the services provided follows

#### **Notice of Value Production**

- Real and Personal Property rolls including the Annual Notice of Value (NOV) and September Notice of Change Supplemental Notice
- Coordinate and work with County personnel to validate data and post accounts
- Form Slide Design and Changes
- Create NOV extract(s) for Print Vendor
- Coordinate the printing and mailing of Notice with Print Vendor

#### **Annual Levy Limit Calculation**

- Coordinate and work with County personnel and taxing jurisdiction(s) to validate data and post accounts
- Prepare data and estimate of Personal Property Roll required to produce the Levy Limit Worksheet as defined by statute
- Coordinate data exchange with Property Tax Oversight Commission
- Publish Abstract of Assessment and Levy Limit Worksheet to all applicable recipients

#### **February Abstract of Assessment**

- Coordinate and work with County personnel to validate data and balance abstract
- Publish Abstract of Assessment to all applicable recipients
- Publish Abstract of Assessment in required format for Arizona Department of Revenue

**System Setup Annual Reappraisal Cycles** – All property types

- Work with county personnel to maintain, update and test specific modules required to accurately calculate a market value for all property types. Models include land commercial, residential, mobile home and extra features.
- Work with county personnel to perform table maintenance, validate model calculations and statutory requirements
- Work with county personnel to update market adjustment tables, depreciation tables and other tables as needed
- Works in conjunction with the Arizona Department of Revenue to develop, load and test co-efficient(s) as prescribed by statute
- System set up for Personal Property including table maintenance, personal property 520's and depreciation factors

#### **Tax Roll Processing**

- Coordinate and work with County personnel to validate account data, tax area code and authority data
- Coordinate and work with County personnel to validate and enter tax rates annually
- Prepare and calculate annual tax roll for real and personal property to be posted to the Treasurer for collection and disbursement
- Act as inter-department point of contact for issues that arise during tax season for resolution

#### **Annual Calendar of Events**

- Coordinate and work with County personnel to complete all responsibilities as needed to meet statutory requirements as outlined in the Annual Calendar of Events for all property types

## **Exhibit B – Description of Consulting Services**

### **Legislative Changes**

- Work with County personnel to review annual legislative changes and identify changes required for business practice and system requirements
- Vendor Relations; act on behalf of said County to communicate required system changes, timelines and deadlines to system vendor.
- Provide guidance, planning and direction for implementation of changes as defined by the Arizona Legislature to County Personnel
- Attend tax court when requested or subpoenaed, respond to discovery and testify.

### La Paz IGA Fiscal Impact

New position salary	\$43,885.00	
New position ERE	\$19,296.00	
5% add pay	\$3,848.00	
Add Pay ERE increase	\$749.00	
<b>Total</b>	<b>\$67,778.00</b>	
Income from IGA	-\$44,800.00	
Funded from General	\$22,978.00	33.90%



Meeting Date: November 20, 2012

**DATE:** October 24, 2012

**TO:** Honorable Chair and Members of the Board

**FROM:** Allison Eckert, Human Resources Director

**SUBJECT:** Recognition of Arizona Mature Worker Friendly Employer Certification

**RECOMMENDATION:**

On August 23, 2012, Coconino County was certified as a Mature Worker Friendly Employer through the Arizona Mature Workforce Initiative and the Governor's Advisory Council on Aging. The certification recognizes employers' workplace flexibility, training and advancement opportunities to workers of all ages.

**BACKGROUND:**

The Arizona Mature Workforce Initiative began in February 2005 and is designed to raise visibility, awareness, appreciation of and employment opportunities for mature workers. This is in part to address projected changes in the labor force due to the retirement of Baby Boomers. An age diverse workforce is one way to lessen the impact of these projected changes.

Arizona is the first state in the country to develop this type of recognition for employers. Human Resources submitted the application and attend the required training to be recognized with the certification. Coconino County is one of sixty-six recipients of the certification presently listed on the Arizona Mature Workers website. Other public sector recipients include the State of Arizona, four cities, two towns and a department within Maricopa County. The certification entitles employers to use the Certified Arizona Mature Worker Friendly Employer logo in marketing and recruitment materials.

**REVIEWED BY ELECTRONIC ROUTING**

**ATTACHMENTS:**

Special Recognition Certificate from the Office of the Governor  
Arizona Mature Worker Friendly Certification Employer Pledge  
Letter from the Governor

Janice K. Brewer  
Governor

# Office of the Governor

## WITH SPECIAL RECOGNITION

*Be it hereby known to all that I,  
Janice K. Brewer,  
Governor of the State of Arizona,  
do hereby offer my sincere congratulations to*

### *Coconino County, Arizona*

*for its involvement in the Arizona Mature Workforce Initiative as a certified Mature Worker Friendly Employer. As a business attaining this unique certification, I congratulate you for your pioneering spirit, and your commitment to Arizona's mature workers.*

*On behalf of the citizens of the State of Arizona, thank you for joining us in furthering this important work in Arizona!*

*IN WITNESS WHEREOF, I have hereunto set my hand,  
done at the Capitol in Phoenix on this  
twentieth day of August in the Year  
Two Thousand and Twelve.*

*Janice K. Brewer*  
GOVERNOR

# Arizona Mature Worker Friendly Certification



## Employer Pledge

*Coconino County, Arizona* is committed to creating a mature worker friendly workplace and pledges to:

- Create and maintain an environment that demonstrates and values the contributions of the mature worker;
- Develop a mature worker friendly work environment;
- Utilize recruiting practices that attract and maintain an age diverse workforce;
- Offer fair compensation and proactive retention policies with regard to mature workers;
- Provide training to mature workers which allow them to develop or upgrade skills and maintain proficiencies;
- Make necessary and reasonable modifications to reinforce employee strengths and minimize weaknesses in our work place;
- Recognize the needs and preferences of mature workers by demonstrating flexibility with work scheduling policies and practices, health, wellness, savings, and retirement benefits; and
- Complete required biennial training to better understand the issues of an aging workforce and to make our workplace more mature worker friendly.

*Cathy R. De Lisa*

Cathy R. De Lisa, Executive Director  
Arizona Governor's Office on Aging

*Allison M. Eckert*

Allison Eckert, Human Resources Director  
Coconino County, Arizona

*8/23/12*

Date



**Certification Valid August 23, 2012 thru August 23, 2014**



STATE OF ARIZONA

JANICE K. BREWER  
GOVERNOR

EXECUTIVE OFFICE

August 8, 2012

Ms. Allison Eckert  
Human Resources Director  
Cocconino County  
219 East Cherry Avenue  
Flagstaff, Arizona 86001

Dear Ms. Eckert:

On behalf of the State of Arizona, I congratulate you on receiving your certification as a Mature Worker Friendly Employer. Your involvement in this initiative shows your recognition of the valuable skills and experience older paid workers and volunteers bring to the workplace.

As a Mature Worker Friendly Certified Employer, you certainly understand the importance of concepts like workplace flexibility and providing learning and advancement opportunities to workers of all ages. Your commitment to creating and maintaining a mature worker friendly workplace shows your appreciation for the importance of mature workers in today's business market as a means to provide quality service to your customers.

Much of Arizona's prosperous economic future relies upon a mature workforce. I commend and thank you for joining us in strengthening Arizona and preparing for its second century.

Sincerely,

Janice K. Brewer  
Governor



# BOARD OF SUPERVISORS MEETING

DECEMBER 4, 2012

REGULAR SESSION  
CONSENT

## WARRANTS

Warrant Registers: An itemized list of the below-numbered claims is filed in the official record of the Coconino County Board of Supervisors.

1. Warrant Registers: An itemized list of the below-numbered claims is filed in the official record of the Coconino County Board of Supervisors. **Board of Supervisors**

<u>Run Date</u>	<u>Warrant Number</u>	<u>Computer Register Total</u>
11/21/2012	91304999-91305229	535,600.84
11/21/2012	*EFT 528-538	54,116.29

\*Electronic Fund Transfers

**Meeting Date:** December 4, 2012

**Date:** December 4, 2012

**To:** Honorable Chairman and Members of the Board

**From:** Christine Mazon, Assessor

**Subject:** Approve an Intergovernmental Agreement (IGA) to Provide Data Processing Services for La Paz County Assessor and Approve a Limited Term Full-Time Position to Ensure Successful Implementation of Data Processing Services and Key Position Coverage.

**Recommendation:**

Staff recommends approval of the IGA between the Coconino County Assessor and the La Paz County Assessor for data processing services and approve a limited term full-time position to ensure successful implementation of data processing services and key position succession coverage.

**Background:**

An IGA data processing services is made between Coconino County Assessor and the La Paz County Assessor, in accordance with ARS 11-952.

The Assessor is required by ARS 42-13004 (A) to use data processing services prescribed by the Arizona Department of Revenue. The Assessor is required to identify, locate and list all real and personal property within their counties for ad valorem taxation purposes. This includes, but is not limited to, listing improvements, mobile homes, business properties, processing splits, ownership changes, address changes, processing statutory exemptions, senior value freezes, appeals and providing data to the public. The Assessor is also required to provide the tax roll for certification by the Board of Supervisors and the Treasurer for collection. The Assessor is mandated to provide all assessment and collection services to all taxing entities annually at no cost to them.

Historically, data Processing Services were provided by the Arizona Department of Revenue (ADOR) through a property tax appraisal and administration system. Arizona Assessors were notified by the ADOR in January 2009 that they would no longer be providing data processing services to counties effective September 2010. Due to these changes, Coconino County and other counties purchased (without financial assistance from the state) data processing service software. Coconino County is currently using the Tyler software system.

Currently, these data processing duties are being conducted by the Software Implementation Specialist. This is a key position within the Assessor's office to maintain the county's property valuation system, as well as provide data to the Department of Revenue as required by law. La Paz County is requesting Coconino County provide data processing services and assistance in accordance with A.R.S. 42-13004(B) for the purpose of facilitating La Paz County's property tax functions as described in Exhibit A of the IGA. These services will be provided by the Software Implementation Specialist.

To provide backup to the Software Implementation Specialist, the Assessor is also recommending the Board of Supervisors approve a 2 ½ year limited FTE for the department to assist Judy with the additional duties. The new FTE would also be required to work directly with La Paz County, ADOR and continue maintaining the county's data to assure all data conversions, tabular data and administrative items are properly converted, updated and maintained according to our Annual Calendar of Events.

**Fiscal Impact:**

The Limited FTE would be approved for up to 2 ½ years. Providing data processing services to La Paz County would generate \$44,800 per year, and would cover a portion of the Limited FTE's salary. The balance of the salary for Fiscal Year 2012 will be funded by the county's general fund through salary savings in the Assessor's office. Future funding of the position will be covered by temporary wages. If additional IGA's are obtained with other counties, the revenue will be used to fund the position and reimburse the general fund, providing succession planning and backup at no cost to the county in the future.

**SUBMITTED BY:**

**APPROVED BY**

---

Christine Mazon, Assessor

---

Mike Townsend, Interim County  
Manager

**ATTACHMENTS:**

Intergovernmental Agreement (IGA) between Coconino County and La Paz County  
La Paz IGA Fiscal Impact

**INTERGOVERNMENTAL AGREEMENT**

Between  
The La Paz County Assessor's Office  
And  
The Coconino County Assessor's Office

This Intergovernmental Agreement ("Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the La Paz County Assessor's Office ("La Paz County"), and the Coconino County Assessor's Office ("Coconino County"), (together the "Parties"), for the purpose of data processing and consulting services.

WHEREAS, the Parties are each authorized by A.R.S. § 11-952 enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies; and

WHEREAS, La Paz County is required by A.R.S. § 42-13004(A) to use data processing systems prescribed by the Department of Revenue; and

WHEREAS, La Paz County does not own or lease all of the equipment or services that are necessary to meet the requirements of the Department of Revenue; and

WHEREAS, La Paz County is authorized by A.R.S. § 42-13004(B) to contract with another county for data processing services; and

WHEREAS, Coconino County owns equipment and services necessary to meet the requirements of the Department of Revenue; and

WHEREAS, the Parties contract hereunder in compliance with A.R.S. § 42-13004 for the provision of data processing services to facilitate property taxation functions for both Parties.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth below, the Parties agree as follows:

**1.0 DURATION**

The term of this Agreement shall be thirty (30) months, beginning on the Effective Date. This Agreement may be renewed for additional terms upon the approval of the Coconino County Board of Supervisors.

**2.0 RESPONSIBILITIES**

**2.1** Coconino County shall provide La Paz County with data processing services and assistance in accordance with A.R.S. § 42-13004. The data processing services and assistance shall be provided for the purpose of facilitating La Paz

County's property tax functions and may be changed by Coconino County from time to time.

- 2.2 Coconino County shall, as a component of its consulting services, respond to any subpoena related to a valuation or classification appeal to the Arizona Tax Court. Consultant services shall be billed as set forth in Exhibit B.
- 2.3 La Paz County shall furnish all information required by Coconino County to the Coconino County Assessor's Office in a form and manner in accordance with the request made by the Coconino County Assessor's Office. Coconino County shall not be responsible for La Paz County's failure to comply with statutory or administrative deadlines where data processing or consulting services are completed on or before a mutually agreeable deadline.
- 2.4 La Paz County shall furnish to the Coconino County Assessor's Office remote access and a password for access to the Tyler System that includes sufficient security access to perform the required data processing services.
- 2.5 Any data processing or service provision that Coconino County determines was provided with errors originated by Coconino County shall be provided again without error.
- 2.6 Any provided service that Coconino County determines contains errors caused by incorrect information furnished by La Paz County shall be corrected and provided again by Coconino County, and charged to La Paz County at Coconino County's actual cost. If La Paz County is late in providing correct information required for any services hereunder, Coconino County shall not be obligated to provide such service. Any subsequent undertaking to provide such service shall be provided at the discretion of Coconino County and at such date and cost as determined by Coconino County.

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3.1.4 Payments are delinquent if not paid within thirty (30) days of the applicable due date

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3.5 In addition to payments referenced above, La Paz County shall remit payment to Coconino County for all actual costs incurred by Coconino County in transfer of information between La Paz County and Coconino County immediately upon receipt of invoice therefore.

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This Agreement may also be terminated upon thirty (30) days' written notice by either party. Any data processing or consulting services not yet performed shall be discounted from any payment not yet made or shall be refunded from payments already made, in an amount pro-rated in thirty (30) day increments.

#### **5.0 GENERAL TERMS AND CONDITIONS**

##### **5.1 Non-Availability of funds**

Every obligation of Coconino County under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by Coconino County at the end of the period for which funds are available. No liability shall accrue to Coconino County in the event this provision is exercised, and Coconino

County shall not be obligated or liable for any future payments or damages as a result of termination under this paragraph.

## **5.2 Non-Discrimination**

La Paz County shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. La Paz County shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

## **5.3 Record and Audits**

Pursuant to A.R.S. § 35-212, § 25-215, and §41-2548, all books, accounts, reports, files and other records related to this Agreement shall be subject, at all reasonable times, to inspection and audit by Coconino County during the term of this Agreement and for five (5) years after the termination of this Agreement.

## **5.4 Conflict of Interest**

This Agreement is subject to cancellation under A.R.S. § 38-511, cancellation of contracts by political subdivisions of the state.

## **5.5 Third Party Antitrust Violations**

La Paz County assigns to Coconino County any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties toward fulfillment of this Agreement.

## **5.6 Immigration Laws**

The Parties agree to comply with all provisions of Executive Order 2005-30, ensuring compliance with federal immigration laws by employees and contractors.

## **5.7 Limitations**

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the Parties or as requiring the Parties to expend any sum in excess of its appropriations.

## **6.0 DISPUTE RESOLUTION**

### **6.1 Meet and confer process**

In the event that Coconino County or La Paz County believes that the other has committed a possible violation of this Agreement, it may request in writing that the Parties meet and confer in good faith for the purpose of attempting to reach a mutually satisfactory resolution of the problem within thirty (30) days of the date of service of said request.

### **6.2 Notice of Disagreement**

If the complaining party is not satisfied with the result of the meet and confer process, the complaining party may provide written notice to the other party that identifies and describes any alleged violation of this Agreement (“Notice of Disagreement”), with particularity, if available, and sets forth the action required to remedy the alleged violation. A Notice of Disagreement must be provided within thirty (30) days of the meet and confer process.

### **6.3 Response to Notice of Disagreement**

Within thirty (30) days of service of a Notice of Disagreement, recipient shall provide a written response either denying or admitting the allegations set forth in the Notice of Disagreement and, if the truth of the allegations is admitted, setting forth in detail the steps it has taken and/or will take to cure the violations. Failure to serve a timely response shall entitle the complaining party to proceed directly to arbitration, as provided in § 6.4 below.

### **6.4 Binding Arbitration Procedure**

Subject to prior compliance with the Meet and Confer process set out above in § 6.1 and the Notice and Response processes in §§ 6.2 and 6.3, either party has the right to initiate binding arbitration to resolve any dispute arising under this Agreement. The arbitration shall be conducted in accordance with the following procedures:

- 6.4.1** The arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator shall be selected pursuant to such rules; provided that s/he must be a licensed attorney, knowledgeable in property

taxation. The Parties and the arbitrator shall maintain strict confidentiality with respect to the arbitration

- 6.4.2 The arbitration shall be held in Coconino County, Arizona, unless otherwise agreed on by the Parties. The arbitrator shall be empowered to grant equitable and injunctive relief and specific performance on the terms and conditions of this Agreement. The arbitrator shall not have the power to award punitive damages. The provisions of Arizona Code of Civil Procedure are incorporated into, and made a part of this Agreement; provided that no discovery authorized by said section may be conducted without leave of the arbitrator, who shall decide to grant leave based on the need of the requesting party and the burden of such discovery in light of the nature and complexity of the dispute.
- 6.4.3 If either Party requests a hearing, the arbitrator shall set the matter for hearing. Otherwise, the arbitrator shall decide whether to set the matter for hearing.
- 6.4.4 The resulting award shall be in writing and give the reasons for the decision. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The costs and expenses of the American Arbitration Association and the arbitrator shall be shared equally by and between the Parties unless the arbitrator rules otherwise.

## **6.5 Enforcement**

Any award in arbitration held pursuant to § 6.4 may be enforced by bringing an action in the Superior Court for Coconino County.

## **7.0 INDEMNIFICATION**

La Paz County will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless Coconino County and/or any of its agents, officials and employees from any and all claims, demands, suits, proceedings, losses, costs and/or damages of every kind and description, including attorney's fees and/or litigation expenses which may be brought or made against or incurred by Coconino County on account of loss 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 La Paz County, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of La Paz County and/or its subcontractors or claims under similar such laws or obligations.

**8.0 FORCE MAJEURE**

No Party to this Agreement shall be held responsible for delay or default caused by terrorism, natural disasters, riots, acts of God and/or war which is beyond the reasonable control of the Parties.

**9.0 SEVERABILITY**

If any provision of this Agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

**10.0 AMENDMENTS**

The terms and conditions of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the Parties.

**11.0 MERGER**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter

**12.0 NOTICES, REPORTS, & CORRESPONDENCE**

All notices, reports, and correspondence shall be sent to:

La Paz County Assessor  
1112 Joshua Avenue, Ste 204  
Parker, AZ 85344

Coconino County Assessor  
110 E. Cherry Avenue  
Flagstaff, AZ 86001

**13.0 SIGNATURE AUTHORITY**

This Agreement is effective upon the signature of \_\_\_\_\_, the Chairperson of the Coconino County Board of Supervisors.

IN WITNESS HEREOF, the parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**LA PAZ COUNTY ASSESSOR'S  
OFFICE**

**COCONINO COUNTY**

\_\_\_\_\_  
Chairperson, La Paz County Board of  
Supervisors

\_\_\_\_\_  
Chairperson, Coconino County Board of  
Supervisors

ATTEST

ATTEST

\_\_\_\_\_  
Clerk of the La Paz County Board of  
Supervisors

\_\_\_\_\_  
Clerk of the Coconino County Board of  
Supervisors

APPROVED AS TO FORM AND  
WITHIN THE AUTHORITY OF THE  
COUNTY

APPROVED AS TO FORM AND  
WITHIN THE AUTHORITY OF THE  
COUNTY

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Deputy County Attorney

## **Exhibit A**

### **Description of Data Processing Services Provided**

**Data Processing** – Data processing services shall be provided at an annual cost of \$44,800. A brief description of the services provided follows

#### **Notice of Value Production**

- Real and Personal Property rolls including the Annual Notice of Value (NOV) and September Notice of Change Supplemental Notice
- Coordinate and work with County personnel to validate data and post accounts
- Form Slide Design and Changes
- Create NOV extract(s) for Print Vendor
- Coordinate the printing and mailing of Notice with Print Vendor

#### **Annual Levy Limit Calculation**

- Coordinate and work with County personnel and taxing jurisdiction(s) to validate data and post accounts
- Prepare data and estimate of Personal Property Roll required to produce the Levy Limit Worksheet as defined by statute
- Coordinate data exchange with Property Tax Oversight Commission
- Publish Abstract of Assessment and Levy Limit Worksheet to all applicable recipients

#### **February Abstract of Assessment**

- Coordinate and work with County personnel to validate data and balance abstract
- Publish Abstract of Assessment to all applicable recipients
- Publish Abstract of Assessment in required format for Arizona Department of Revenue

**System Setup Annual Reappraisal Cycles** – All property types

- Work with county personnel to maintain, update and test specific modules required to accurately calculate a market value for all property types. Models include land commercial, residential, mobile home and extra features.
- Work with county personnel to perform table maintenance, validate model calculations and statutory requirements
- Work with county personnel to update market adjustment tables, depreciation tables and other tables as needed
- Works in conjunction with the Arizona Department of Revenue to develop, load and test co-efficient(s) as prescribed by statute
- System set up for Personal Property including table maintenance, personal property 520's and depreciation factors

#### **Tax Roll Processing**

- Coordinate and work with County personnel to validate account data, tax area code and authority data
- Coordinate and work with County personnel to validate and enter tax rates annually
- Prepare and calculate annual tax roll for real and personal property to be posted to the Treasurer for collection and disbursement
- Act as inter-department point of contact for issues that arise during tax season for resolution

#### **Annual Calendar of Events**

- Coordinate and work with County personnel to complete all responsibilities as needed to meet statutory requirements as outlined in the Annual Calendar of Events for all property types

## **Exhibit B – Description of Consulting Services**

### **Legislative Changes**

- Work with County personnel to review annual legislative changes and identify changes required for business practice and system requirements
- Vendor Relations; act on behalf of said County to communicate required system changes, timelines and deadlines to system vendor.
- Provide guidance, planning and direction for implementation of changes as defined by the Arizona Legislature to County Personnel
- Attend tax court when requested or subpoenaed, respond to discovery and testify.

### La Paz IGA Fiscal Impact

New position salary	\$43,885.00	
New position ERE	\$19,296.00	
5% add pay	\$3,848.00	
Add Pay ERE increase	\$749.00	
<b>Total</b>	<b>\$67,778.00</b>	
Income from IGA	-\$44,800.00	
Funded from General	\$22,978.00	33.90%



**DATE:** November 01, 2012

**TO:** Honorable Chairman and Members of the Board

**FROM:** Sharon David, BOARD OF SUPERVISORS

**SUBJECT:** Approval of Community Grant Funding from District 4-\$2,000 to Cameron Senior Center.

**RECOMMENDATION:** Approval of Community Grant Funding from District 4-\$2,000 to Cameron Senior Center.

**BACKGROUND:**

Cameron Senior Center is a non-profit organization. Coconino County has funded this organization through Community Grants in the past. The organization has submitted a current expenditure report to Coconino County to show how previous funds were expended. Additional information is included in the request form attached.

**ALTERNATIVES:**

Not approve the Community Grant funding.

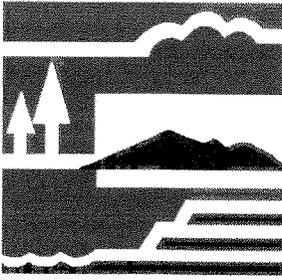
**FISCAL IMPACT:**

CI accounts from the contributing District(s) will be reduced according to the amount each District donates. Coconino County has not funded for the Awards Ceremony in the past.

**REVIEWED BY ELECTRONIC ROUTING**

**ATTACHMENTS:**

Request for County Allocation form



# COCONINO COUNTY BOARD OF SUPERVISORS

## Request for County Allocation

Name of Organization \_\_\_\_\_ Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Cameron Senior Center, P. O. Box 88, Cameron, AZ 86020

Type of Organization (Government, Private, Non-Profit, etc...) \_\_\_\_\_ Federal Employer ID Number #20-8253035

The Navajo Nation: Navajo Area Agency on Aging, Cameron Local Senior Advisory Committee

Type of Service(s) Provided by Organization \_\_\_\_\_

Senior Center Meals Program (Serve daily lunch.)

Date(s) of Event/Program \_\_\_\_\_ Total Amount Requested \_\_\_\_\_

Serve meals everyday through the year to elders. \$2000.00

Organization Address \_\_\_\_\_

Cameron Senior Center, P. O. Box 88, Cameron, AZ 86020

Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_ Cell phone \_\_\_\_\_ Fax \_\_\_\_\_

Alice Begody, Supervisor (928) 679-2010 (928) 797-9295 (928) 679-2011

Please indicate the amount requested from each District:

Dist. 1: \_\_\_\_\_ Dist. 2: \_\_\_\_\_ Dist. 3: \_\_\_\_\_ Dist. 4: 2000.00 Dist. 5: \_\_\_\_\_  
Carl Taylor Liz Archuleta Matt Ryan Mandy Metzger Lena Fowler

If funded, Check payable to:

Cameron Local Senior Advisory Committee, \_\_\_\_\_ Alice Begody, Supervisor  
Name of Organization \_\_\_\_\_ Print Contact Name and Title

Cameron Senior Center \_\_\_\_\_  
Mailing Address \_\_\_\_\_ Signature *Alice Begody*

P. O. Box 88 \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Date \_\_\_\_\_

Cameron, AZ 86020 \_\_\_\_\_ August 6, 2012

**BOARD APPROVAL**  
Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

**Answer all questions completely and accurately.**

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

Cameron Senior Center provides hot meals during lunch to the elders of Cameron and Gray Mountain communities. Currently there are 81 clients enrolled for meal services. We serve both Congregate and home delivered meals.

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

The 2000 census record of Cameron Chapter reported 1,197 population counts. This has not been updated since. We have a waiting list of 100 to 150 elder's still needing services. The age criteria is 60 years on up.

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

By the meals that is served yearly and client participation. Aside from the meals, the staff provide healthy living, nutritional eating habits, nutritional information and physical activity.

4. What form of report can the County expect to receive as follow up to the program, if funded?

Monthly report will be furnished to the County of how the funds are being used.

5. List other funding sources for this program:

We receive the Navajo Nation general fund in October, Title VI and Title III program funding.

6. Will County funding assistance be needed for this program in the future? Yes X No \_\_\_\_\_  
If yes, please explain.

Every year our program gets a lot of cuts, this year we were informed that our hours would be reduced, plus cuts in line items for operating and custodial supplies. It's getting harder to provide services to elders.

7. Has Coconino County funded this organization before? Yes X No \_\_\_\_\_  
 If yes, please describe how funds were used. Please include amount.

Cameron Senior Advisory Committee received funding on May 23, 2012 for \$2000.00
which was deposited in the committee's account. The funds were used to purchase a new
computer and printer for the supervisor. All receipts were submitted to the County. The
remaining balance was used to get custodial supplies that was needed.

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

The difference the funding made was saving a little of the propane dollars from general fund
of the Navajo Nation for summer usage plus maintaining custodial supplies for Senior
Center.

8. Total Project cost: \$2000.00

9. Total Amount Requested: \$2000.00

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

Supplies and Equipment	\$ 500.00
Travel Expenses	\$
Conference Registration Fees	\$
Labor Costs or Contract Wages	\$
Other, please specify: Propane	\$1500.00
	\$
	\$
Total	\$2000.00

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

The cost of operating and custodial supplies have increased tremendously plus propane.
is used for cooking and heating at the Senior Center. Operating and custodial
supplies are always needed. The funds for all these line items have been depleted as a write
this request.

- 7. Total Project cost: \$ 2000.00
- 8. Total Amount Requested: \$ 2000.00
- 9. County Funding Assistance Budget: (Attach separate sheet, if necessary)

Supplies and Equipment	\$ 500.00
Travel Expenses	\$
Conference Registration Fees	\$
Labor Costs or Contract Wages	\$
Other, please specify: <u>Propane</u>	\$ 1500.00
	\$
	\$
Total	\$ 2000.00

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

*The cost of operating and custodial supplies have increased tremendously plus propane is used for cooling and heating at the Senior Center. Operating & custodial supplies is always needed. The funds for all these have decreased this budget year.*

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 30<sup>th</sup> 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 30<sup>th</sup>, or within thirty (30) days of event or activity funded by the grant unless written request is made for an extension of time to complete use of the funds.
3. This award is for funding only. No liability for any of Grantee's activities is assumed by Coconino County. Grantee will indemnify, defend, and hold harmless Coconino County in the event of a claim or lawsuit arising out of Grantee's activities. Grantee will assume all risks of the activity and will be solely responsible for any accidents or injuries to persons or property.
4. In some cases, depending on the nature of the activity being funded, the County may require a service contract and liability insurance from the Grantee to protect the County against losses.

Authorized signor for Grantee: *Alice Begody* *Alice Begody*  
 (signature) 11-15-12 (printed name)

Clerk to complete following Board approval:

Total amount of grant: \$ \_\_\_\_\_

Date of award: \_\_\_\_\_





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August 6, 2012

Mandy Metzger, Supervisor  
Coconino Board of Supervisors  
219 East Cherry Avenue  
Flagstaff, Arizona 86001

Dear Mrs. Metzger:

I am submitting a request for financial assistance for Cameron Senior Center for fiscal year 2013. Just recently at our supervisors staff meeting we were given information on what our budget for the coming year would look like and it does not look good. Even this year, we have depleted all of our general fund allocation. I had to ask the Local Senior Council to pay for some of our bills. This is very sad, and therefore, I am sending in this request.

There has been a tremendous cut in line items for operating and custodial supplies. Because of the need for custodial and operating supplies all the time in maintaining the cleanliness of the Senior Center, I am requesting \$500.00 to offset these line items. Propane is always a need and therefore, requesting \$1500.00 for that. Propane is used for cooking and heating at the Senior Center.

Another factor we were informed on was reduction in hours for all staff within Navajo Area Agency on Aging within the Navajo Nation. This mostly will affect the services were provide to our elders.

All the reports will be submitted to Sharon David of how the money will be used. Your kind consideration will be most appreciated. If you should have any questions, please call me at (928) 679-2010.

Sincerely,

  
Alice Begody, Supervisor

/ab

ATTACHMENT

XC: File

**REPORT ON EXPENDITURE OF COMMUNITY GRANT FUNDS**

This form should be filled out on completion of the project or activity for which your agency received Community Grant funds in FY 2012. Please call Deputy Clerk Sharon David, 928-679-7146, with any questions.

Name of Organization: Cameron Senior Center

Amount received: \$2000.00 Date Received: 5/23/12 Date Fully spent: 7/18/12

Purpose for which funding request was made: to purchase (1) new computer, printer and propane. Funds used to purchase computer + printer

Activities: How were the funds spent to accomplish the project for which you asked for the funding? (Attach an itemized list of expenditures for the program funded by the County) Bought computer, printer, ink cartridges, and custodial + operating supplies.

Benefits: What individuals or groups received benefits from the activity or program funded? Cameron Senior Center elders.

What other funding sources were used in combination with Community Grant Funds? Navajo Nation General Fund, Title III, + Title IV funds.

Who can we contact for additional information? Alice Begody, Supv.

I hereby certify that:

- All information provided on this form is true and correct to the best of my knowledge, and
- All Community Grant funds received have been spent in accordance with the purpose approved by the Coconino County Board of Supervisors, and
- The promises made by the Agency as set forth in the Coconino County funding agreement have been met

Alice Begody  
Agency Representative

8-07-12  
Date

Please mail, fax or email this report to:

Coconino County Board of Supervisors  
Attn: Deputy Clerk  
219 E. Cherry  
Flagstaff, AZ 86001  
Fax: 928-679-7171  
Email: sdavid@coconino.az.gov



2012 AUG 9 PM 4: 12  
WNA - NAAA - CAMERON SENIOR CENTER

P. O. BOX 88  
CAMERON, ARIZONA 86020  
BOARD OF SUPERVISORS  
COCONINO COUNTY, AZ

August 7, 2012

Coconino Board of Supervisor  
ATTN: Sharon David, Clerk of the Board  
219 East Cherry  
Flagstaff, Arizona 86001

Dear Sharon:

This is to inform you of how the remaining balance of funding we received was spent. I requested to use the remaining balance of \$237.95 to get some operating and custodial supplies via telephone with you towards the end of July. Attached for your review is Invoice #340802 from Nor-Kem Distributors, Inc. for the following:

1. 1 CS, 3 compartment foam hinged tray for Camp Out at Peaks	250	\$ 25.00
2. 1 CS, Cutlery Set (Fork, Spoon, Knives, Salt/Pepper, Napkins)		\$ 33.40
3. 3 CS, C-Fold Hand Towels (\$40.00 per case)		\$120.00
4. 2 CS, Trash Bags (\$25.60 per case)		<u>\$ 51.20</u>
	SUB-TOTAL	\$229.60
	TAX	<u>\$ 8.35</u>
	TOTAL	\$237.95

This completes my reporting of the funding we received of \$2000.00 on May 23, 2012. I thank you again for your support and assistance. If you should need additional information please do not hesitate to call me at (928) 679-2010.

Sincerely,

*Alice Begody*  
Alice Begody, Supv.

/ab

ATTACHMENTS

XC: Lena Fowler, Supv. Coconino County  
Evangelina Hyden, Accountant  
Naomi Yazzie, PSII  
file



WNA - NAAA - CAMERON SENIOR CENTER  
 P. O. BOX 88  
 CAMERON, ARIZONA 86020

June 18, 2012

Coconino Board of Supervisor  
 ATTN: Sharon David, Clerk of the Board  
 219 East Cherry  
 Flagstaff, Arizona 86001

Dear Sharon:

I would like to inform you that the allocation of \$2000.00 was spent accordingly. The purchases of the following were made on June 4, 2012:

QTY	Item #:	Product Description	Price	
1	2317-8927	HP TouchSmart All-in-One, 320-1030 PC	\$ 599	99
1	2172285	3yr Desktop Svc	\$ 139	99
1	23144688	Microsoft Office Install - New PC Service Order ID#000397401	\$	01
1	22333155	Premium Setup w/coupon discount	\$ 55	99
1	23125814	Office Home & Business 2010 English (E Coupon)	\$ 223	99
1	010343877856	Epson WF-7510 Printer	\$ 199	99
1	21806280	2 yrs Printer Estl Kit	\$ 47	99
4	010343876200	Epson Ink T127520-S Ultra (\$47.99 x 4 = \$191.96)	\$ 191	96
4	010343876163	Epson Ink (\$25.19 x 4 = \$100.76)	\$ 100	76
1	011491965198	Multipurpose Paper 11 x 17	\$ 15	19
1	010343837782	EP Double Sided Matte Paper	\$ 18	99
1	22274744	Odessa II Task Chair	\$ 103	99
1	400224058175	3yr Chair Estl Kit 50 - 119	\$ 34	99
<b>TOTAL</b>			<b>\$1762.</b>	<b>03</b>

The balance is \$237.97 which I would like to use to purchase ink cartridge for the Lexmark x7350 printer. I have depleted all the funds for this year under office supplies and need the ink cartridges. Upon your approval I will do a quotation comparison to three different vendors and go with one that is less.

Thank you very much for your funding assistance. If you have any questions, please call me at (928) 679-2010.

Sincerely,

*Alice Begody*  
 Alice Begody, Supv.

/ab

ATTACHMENTS: Quotation & Receipt

XC: Lena Fowler, Supv. Coconino County  
 Evangelina Hyden, Accountant  
 Naomi Yazzie, PSII  
 file

RECEIVED  
 2012 JUN 20 PM 4: 28  
 BOARD OF SUPERVISORS  
 COCONINO COUNTY, AZ



**DATE:** November 2, 2012

**TO:** Honorable Chairman and Members of the Board

**FROM:** Sharon David, Deputy Clerk of the Board

**SUBJECT:** Recommend for approval an application for an Interim Permit and New Liquor License for Peggy Bartel, License # 10033182 of Parks Feed and Mercantile, located at 101 Parks Rd., Parks, AZ 86018.

**RECOMMENDATION:**

The Board is requested to consider and make a recommendation for an Interim Permit and New Liquor License for Peggy Bartel, License # 10033182 of Parks Feed and Mercantile, located at 101 Parks Rd., Parks, AZ 86018.

**BACKGROUND:**

Title 4 of Arizona Revised Statutes regulates the issuing of all types of liquor licenses. When an application for liquor license is filed with the Department of Liquor License & Control (DOLLC), two copies are sent to the Clerk of the Board. This office prepares a posting notice for the Board hearing on the license. The notice and copy of the application is posted on the front of the business for 20 days prior to the Board hearing. If any comments or protests concerning the license are received within the 20-day posting period, the issue is set as a public hearing. If no protests are received, the issue is set on the Consent agenda. The statute directs the Clerk to receive comments for filing only within the 20-day comment period, but also states, "This subsection shall not be construed to prevent a bona fide resident residing or owning or leasing property within a one-mile radius from the premises proposed to be licensed from testifying in favor of or in opposition to the issuance of the license, regardless of whether or not the person is a user or nonuser of spirituous liquor." ARS 4-201(B)

The Board is required to consider and make recommendation on each application for a liquor license. The recommendation may be to approve, disapprove, or offer a "no-recommendation" decision on the application. The action must take place within sixty (60) days of the filing of the application. During the time the governing body is processing the application, the DOLLC conducts a background check of the applicant.

The Board is asked to consider certain criteria as part of its review of the application. These criteria are set out in Administrative Rules R19-1-102, Granting a License for a Certain Location, a copy of which is attached to this memo.

The Board makes its decision and enters an order recommending approval, disapproval or “no recommendation” and files a certified copy of the order with the Director of DOLLC. If the application is approved at the local government level and no written protests have been received by the Department, and if there is no objection by the Director, the application will be approved. This process normally takes sixty-five (65) to one-hundred five (105) days after the filing of the application.

If the governing body recommends disapproval of the application or makes a “no recommendation” finding, or if protests have been filed with the Department, the application must be set for a hearing before the State Liquor Board. If the recommendation is for disapproval, a statement of the specific reasons containing a summary of the testimony or other evidence supporting the recommendation for disapproval is attached to the order filed with DOLLC. All petitions submitted to the governing body within the twenty-day period for filing protests are also sent to the Director with the certified copy of the order.

**ALTERNATIVES:**

The Board may make a finding for approval, disapproval, or “no recommendation.” The Board itself does not issue the license, but makes its recommendation based on its knowledge of the local area and needs and desires of the community. If the Board of Supervisors recommends disapproval by a two-thirds vote of the members present and voting which will result in a license being transferred to a currently unlicensed location, or which would cause a different class of license to be placed on a location, it will require a 2/3 vote of the State Board to issue the license.

**FISCAL IMPACT:**

The County receives revenue from the sale and renewal of liquor licenses as well as sales tax revenue from the sale of the alcohol.

**REVIEWED BY ELECTRONIC ROUTING**

**ATTACHMENTS:** Application

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

12 OCT 16 Lir. Dept AM11:39

RECEIVED Dept AM11:07

2012 OCT 24 PM 3:40

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- MORE THAN ONE LICENSE
INTERIM PERMIT Complete Section 5
NEW LICENSE Complete Sections 2, 3, 4, 13, 14, 15, 16
PERSON TRANSFER (Bars & Liquor Stores ONLY) Complete Sections 2, 3, 4, 11, 13, 15, 16
LOCATION TRANSFER (Bars and Liquor Stores ONLY) Complete Sections 2, 3, 4, 12, 13, 15, 16
PROBATE/WILL ASSIGNMENT/DIVORCE DECREE Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
GOVERNMENT Complete Sections 2, 3, 4, 10, 13, 15, 16

SECTION 2 Type of ownership:

- J.T.W.R.O.S. Complete Section 6
INDIVIDUAL Complete Section 6
PARTNERSHIP Complete Section 6
CORPORATION Complete Section 7
LIMITED LIABILITY CO. Complete Section 7
CLUB Complete Section 8
GOVERNMENT Complete Section 10
TRUST Complete Section 6
OTHER (Explain)

SECTION 3 Type of license and fees LICENSE #(s): 10033182

- 1. Type of License(s): 10 - BEER & WINE STORE
Interim Permit
2. Total fees attached: \$ 244 Department Use Only

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

- 1. Owner/Agent's Name: Mr. (MS) BARTEL PEGGY P1052759
2. Corp./Partnership/L.L.C.: BPT Ranch LLC B1049085
3. Business Name: PARKS FEED & MERCANTILE B1022311
4. Principal Street Location: 101 PARKS RD PARKS COCONINO 86018
5. Business Phone: 928/635-1310 Daytime Contact: PEGGY BARTEL 928/606-9781
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: 2650 W KILTIE LN FRAGSTAFF AZ 86001
8. Price paid for license only bar, beer and wine, or liquor store: Type 10 \$ 1550.00 Type \$

DEPARTMENT USE ONLY

Fees: 100 Application 100 Interim Permit 44 Agent Change Club 244 Finger Prints \$ 244 TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: SG Date: 10/18/12 Lic. # 10033182

**SECTION 5 Interim Permit:**

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location: 12 OCT 16 Lic. Dept WM1139
3. Enter the license number currently at the location. 10033064
4. Is the license currently in use?  YES  NO If no, how long has it been out of use? \_\_\_\_\_

**ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.**

I, Kenneth Richard Grand, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

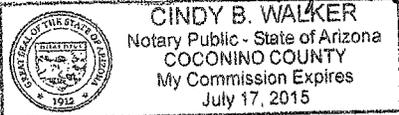
X Kenneth Richard Grand  
(Signature)

State of Arizona County of Coconino

The foregoing instrument was acknowledged before me this

07 day of September 2012  
Day Month Year

My commission expires on: JULY 17 2015



Cindy B Walker  
(Signature of NOTARY PUBLIC)

**SECTION 6 Individual or Partnership Owners:**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) \_\_\_\_\_

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

) Y R A S S E C E N F I

2. Is any person, other than the above, going to share in the profits/losses of the business?  YES  NO  
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES  
**B** AND CONTROL  
ALCOHOLIC BEVERAGE LICENSE

License 10033064

Issue Date: 7/2/1999

Expiration Date: 5/31/2013

Issued To:  
KENNETH RICHARD GERARD, Agent  
JEKL ENTERPRISES INC, Owner

Location:  
PARKS FEED & MERCANTILE  
101 PARKS RD  
PARKS, AZ 86018

Beer & Wine Store

Mailing Address:

KENNETH RICHARD GERARD  
JEKL ENTERPRISES INC  
PARKS FEED & MERCANTILE  
P O BOX 50460  
PARKS, AZ 86018



**EXP 5/31/2013**

POST THIS LICENSE IN A CONSPICUOUS PLACE

**SECTION 7 Corporation/Limited Liability Co.:**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

CORPORATION **Complete questions 1, 2, 3, 5, 6, 7, and 8.**

L.L.C. **Complete 1, 2, 4, 5, 6, 7, and 8.** 12 OCT 16 Liq. Dept AM11:39 12 OCT 10 Liq. Dept AM11:07

1. Name of Corporation/L.L.C.: BPS Ranch LLC  
(Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: 9/7/12 State where Incorporated/Organized: Arizona

3. AZ Corporation Commission File No.: ~~L-1787886-9~~ Date authorized to do business in AZ: \_\_\_\_\_

4. AZ L.L.C. File No.: L-1787886-9 Date authorized to do business in AZ: 9/7/2012 10/2/2012

5. Is Corp./L.L.C. Non-profit?  YES  NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
BARTEL	PEGGY		Managerial/Member MANAGER	2650 W KILTIE LN	FLAGSTAFF AZ 86001
BARTEL	BART	JOSEPH	MEMBER	2650 W KILTIE LN	FLAGSTAFF AZ 86001

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
BARTEL	PEGGY		50	2650 W KILTIE LN	FLAGSTAFF AZ 86001
BARTEL	BART	JOSEPH	50	2650 W KILTIE LN	FLAGSTAFF AZ 86001

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

**SECTION 8 Club Applicants:**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: \_\_\_\_\_ Date Chartered: \_\_\_\_\_  
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit?  YES  NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

**SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)**

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

- Current Business: Name '12 OCT 16 LIQ. DEPT AM1159 '12 OCT 10 LIQ. DEPT AM1107  
 (Exactly as it appears on license) Address \_\_\_\_\_
- New Business: Name \_\_\_\_\_  
 (Physical Street Location) Address \_\_\_\_\_
- License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
- If more than one license to be transferred: License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
- What date do you plan to move? \_\_\_\_\_ What date do you plan to open? \_\_\_\_\_

**SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):**

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

- Distance to nearest school: 3696 ft. Name of school MAINE CONSOLIDATED SCHOOL  
 Address PARKS AZ 86018  
 City, State, Zip \_\_\_\_\_
- Distance to nearest church: NA ft. Name of church First Assembly of God  
 Address 100 Pinecrest Tr Williams AZ 86046  
 City, State, Zip \_\_\_\_\_

3. I am the:  Lessee  Sublessee  Owner  Purchaser (of premises)

- If the premises is leased give lessors: Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_

4a. Monthly rental/lease rate \$ \_\_\_\_\_ What is the remaining length of the lease \_\_\_ yrs. \_\_\_ mos.

4b. What is the penalty if the lease is not fulfilled? \$ \_\_\_\_\_ or other \_\_\_\_\_  
 (give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 384,000.00

Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
JEKL	ENTERPRISES		\$384,000.00	PO Box 50460	PARKS AZ	86018

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? CONVENIENCE STORE / GAS STATION

**SECTION 13 - continued**

- 7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?  
 YES  NO If yes, attach explanation.
- 8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business?  YES  NO
- 9. Is the premises currently licensed with a liquor license?  YES  NO If yes, give license number and licensee's name:

License # 10033064 (exactly as it appears on license) Name KENNETH RICHARD GERARD, AGENT  
JEKL ENTERPRISES INC. OWNER

**SECTION 14 Restaurant or hotel/motel license applicants:**

- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location?  YES  NO  
 If yes, give the name of licensee, Agent or a company name:

\_\_\_\_\_ and license #: \_\_\_\_\_  
Last First Middle

- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this  hotel/motel  restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

\_\_\_\_\_  
applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit [www.azliquor.gov](http://www.azliquor.gov) and click on the "Information" tab.

\_\_\_\_\_  
applicants initials

**SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)**

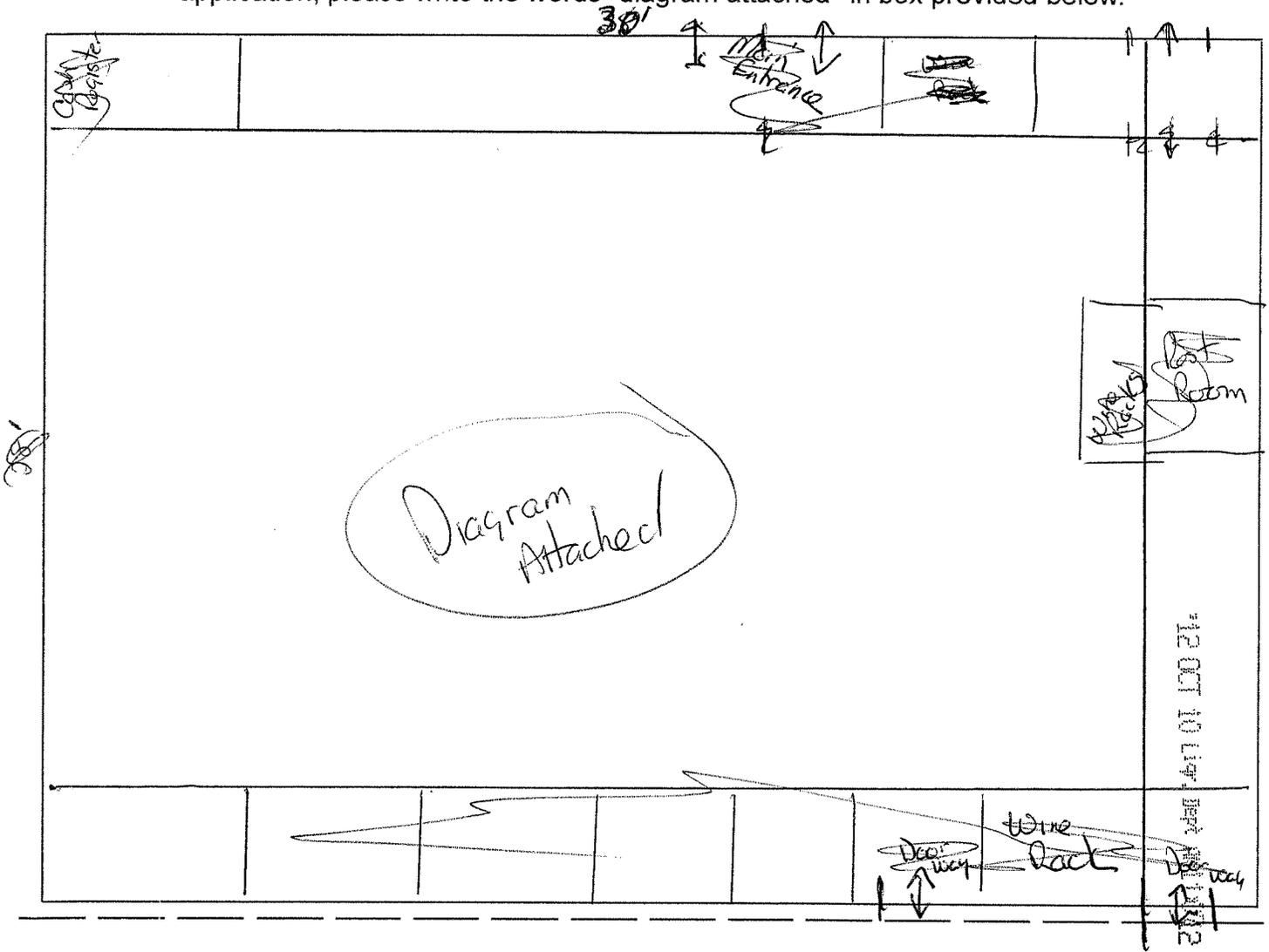
- 1. Check ALL boxes that apply to your business:  
 Entrances/Exits       Liquor storage areas      Patio:  Contiguous  
 Service windows       Drive-in windows       Non Contiguous
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign?  YES  NO  
 If yes, what is your estimated opening date? \_\_\_\_\_  
month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

PB  
applicants initials

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, high-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

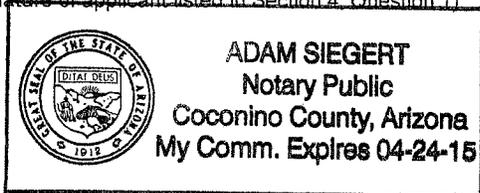
If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



**SECTION 16 Signature Block**

I, PEGGY BARTEL, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X Peggy Bartel  
(signature of applicant listed in Section 4, Question 1)



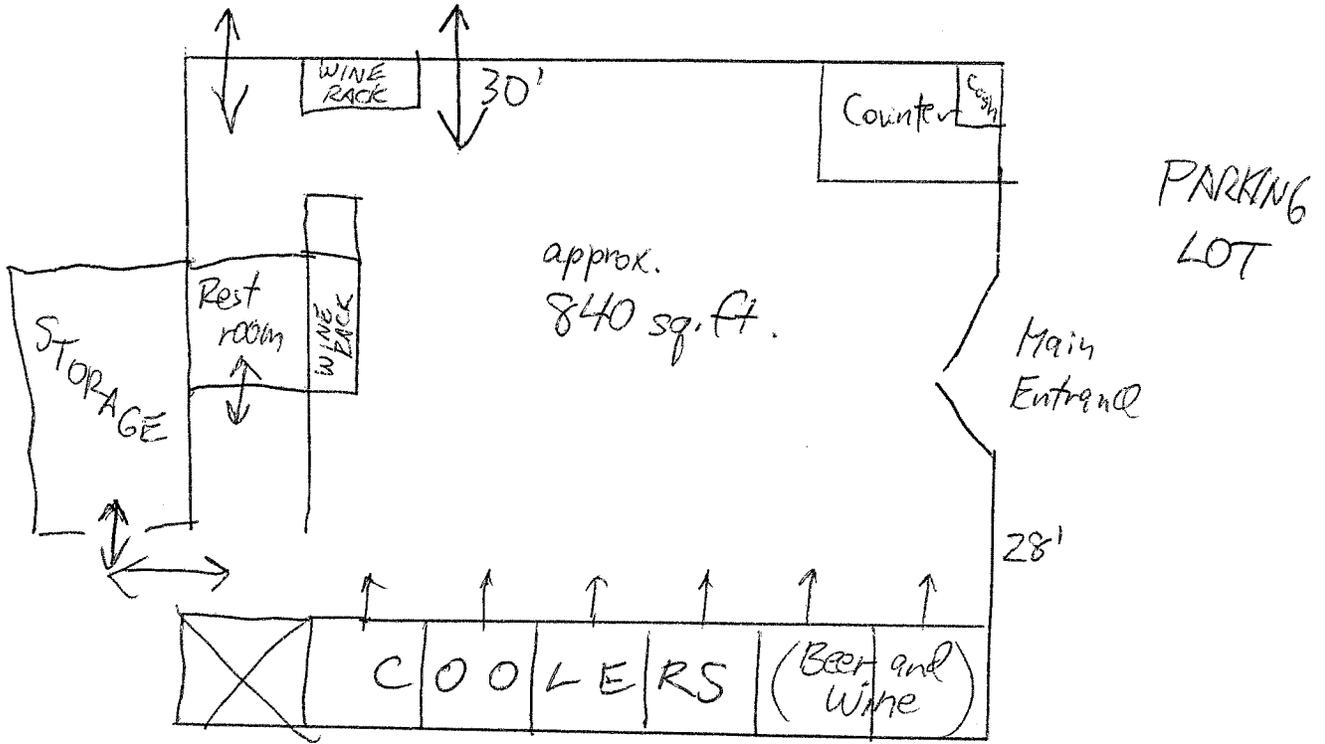
State of Arizona County of Coconino

The foregoing instrument was acknowledged before me this 27<sup>th</sup> of September, 2012  
Day Month Year

Adam Siegert  
signature of NOTARY PUBLIC

My commission expires on: 04/24/15  
Day Month Year

North ↑



ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

802892

\*12 OCT 16 Ligr. Dept AM11:39

800 W Washington 5th Floor  
Phoenix AZ 85007-2934  
(602) 542-5141

\*12 OCT 10 Ligr. Dept AM11:08

QUESTIONNAIRE

P1052759 SG

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A \$13 FEE.

In addition to other fingerprint fees, a \$22 DPS background check fee will be charged for each fingerprint card.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #

10033182

(If the location is currently licensed)

1. Check appropriate box →	<input checked="" type="checkbox"/> Controlling Person <input checked="" type="checkbox"/> Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	<input type="checkbox"/> Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21
----------------------------	--	---

2. Name: BARTEL PEGGY Date of Birth: \_\_\_\_\_  
Last First Middle (NOT a Public Record)

3. Social Security Number: \_\_\_\_\_ Drivers License #: \_\_\_\_\_ State: AZ  
(NOT a public record) (NOT a public record)

4. Place of Birth: SAN DIEGO CA USA Height: 5'4" Weight: 150 Eyes: Blue Hair: GRY  
City State Country (not county)

5. Marital Status Single  Married Divorced Widowed

6. Name of Current or Most Recent Spouse: BARTEL BART J Date of Birth: \_\_\_\_\_  
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: May 1992

8. Telephone number to contact you during business hours for any questions regarding this document. 928/635-1310

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: PARKS FEED & MERCANTILE Premises Phone: 928/635-1310

11. Physical Location of Licensed Premises Address: 518 N. PARKS RD 101 PARKS RD PARKS COCONINO 86018  
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
9/2003	CURRENT	MANAGER	PARKS FEED & MERCANTILE 101 Parks Rd / 101 Parks AZ 86018

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
4/2005	CURRENT	Own	2650 W KILTEE LN	FLAGSTAFF	AZ	86001

**If you checked the Manager box on the front of this form skip to # 15**

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, how many hrs/day? 8/5, and **answer #14a below**. If **NO** skip to #15. Dept #11108  YES  NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)  
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.  YES  NO
15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years?  
In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related. YES  NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. YES  NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES  NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES  NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES  NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.  
Give complete details including dates, agencies involved, and dispositions.  
**SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED**

20. I, PEGGY BARTEL, hereby declare that I am the APPLICANT/REPRESENTATIVE  
(print full name of Applicant)  
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

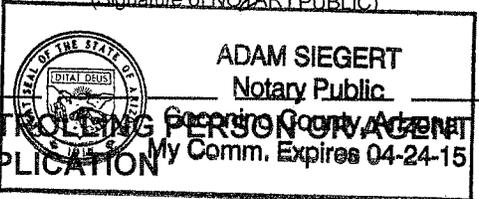
X Peggy Bartel  
(Signature of Applicant)

State of Arizona County of Cocoma

The foregoing instrument was acknowledged before me this  
27th day of September, 2012  
Month Year

My commission expires on: 04/24/15  
Day Month Year

Adam Siegert  
(Signature of NOTARY PUBLIC)



**COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION**

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.  
The manager named must be at least 21 years of age.

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this

X \_\_\_\_\_  
Signature of Controlling Person or Agent (circle one)

\_\_\_\_\_ day of \_\_\_\_\_  
Month Year

\_\_\_\_\_  
Print Name

(Signature of NOTARY PUBLIC)

My commission expires on: \_\_\_\_\_  
Day Month Year

\*12 OCT 16 Ligr. Dept AM11:39

Arizona Department of Liquor Licenses and Control  
800 West Washington, 5th Floor  
Phoenix, Arizona 85007  
www.azliquor.gov  
602-542-5141

\*12 OCT 10 Ligr. Dept AM11:08

**CERTIFICATE OF TITLE 4 TRAINING COMPLETION**

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

Peggy Bartel  
Full Name (please print)  
Peggy Bartel  
Signature

September 22, 2012  
Training Completion Date

September 22, 2017  
Certificate Expiration Date

(MANAGEMENT - 5 years from completion date)  
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

- |   |  |            |   |  |          |
|---|--|------------|---|--|----------|
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | BASIC      | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | ON SALE  |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | MANAGEMENT | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | OFF SALE |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | BOTH       | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | OTHER    |

If Trainee Is Employed By A Licensee

KENNETH RICHARD GERARDI      JEKL ENTERPRISES Inc      10033064  
Name of Licensee      Business Name      Liquor License #

**Alcohol Training Program Provider Information**

AZLIQUORTRAINING.COM

Company or Individual Name (please print)  
4554 EAST CAMP LOWELL DRIVE

Address

TUCSON      AZ      85712      ( 520 ) 235      5684  
City      State      Zip      Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

[Signature]      KEVIN A. KRAMBER (ON LINE)  
Trainer Signature      Name of Trainer (please print)  
September 22, 2012  
Date

Pursuant to A.R.S. § 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:  
Owner(s)  
Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

12 OCT 16 Liq. Dept AM1135

Arizona Department of Liquor Licenses and Control  
 800 West Washington, 5th Floor  
 Phoenix, Arizona 85007  
 www.azliquor.gov  
 602-542-5141

12 OCT 10 Liq. Dept AM1108

**CERTIFICATE OF TITLE 4 TRAINING COMPLETION**

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

Peggy Bartel

Full Name (please print)

*Peggy Bartel*

Signature

September 19, 2012

Training Completion Date

September 19, 2015

Certificate Expiration Date

(MANAGEMENT - 5 years from completion date)

(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

- |   |  |            |   |  |          |
|---|--|------------|---|--|----------|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | BASIC      | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | ON SALE  |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | MANAGEMENT | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | OFF SALE |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | BOTH       | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | OTHER    |

If Trainee Is Employed By A Licensee

KENNETH RICHARD GERARDI  
Name of Licensee

JEK Enterprises, INC  
Business Name

10033064  
Liquor License #

**Alcohol Training Program Provider Information**

AZLIQUORTRAINING.COM

Company or Individual Name (please print)

4554 EAST CAMP LOWELL DRIVE

Address

TUCSON

AZ

85712

( 520 ) 235 5684

City

State

Zip

Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

KEVIN A. KRAMBER (ON LINE)

Name of Trainer (please print)

*Kevin A. Kramber*

Trainer Signature

September 19, 2012

Date

Pursuant to A.R.S. 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:

Owner(s)

Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.



### ARIZONA STATEMENT OF CITIZENSHIP AND ALIEN STATUS FOR STATE PUBLIC BENEFITS

#### Professional License and Commercial License

Department of Liquor Licenses and Control

Liquor License #: 10033182

Ownership Name: KENNETH RICHARD GERARD BPS RANCH LLC  
(as listed on the current liquor license application or renewal application)

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrants, and certain aliens paroled into the United States are eligible to receive state or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 1-501 requires, in general, that a person applying for a license must submit documentation to the licensing agency that satisfactorily demonstrates that the applicant is lawfully present in the United States.

**Directions:** All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III. Submit this completed form and copy of one or more documents that evidence your citizenship or alien status with your application for license or renewal.

#### SECTION I — APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) PEGGY BARTEL DATE 9/29/12

TYPE OF APPLICATION (check one)  INITIAL APPLICATION  RENEWAL

TYPE OF LICENSE BEER & WINE STORE

#### SECTION II — CITIZENSHIP OR NATIONAL STATUS DECLARATION

**Directions:** Attach a legible copy of the front, and the back (if any), of a document from the attached List A or other document that demonstrates U.S. citizenship or nationality. Name of document provided: VOTER I.D.

A. Are you a citizen or national of the United States? (check one)  Yes  No

B. If the answer is "Yes," where were you born? List city, state (or equivalent), and country.  
City SAN DIEGO State (or equivalent) CA Country or Territory U.S.

If you are a citizen or national of the United States, go to Section IV. If you are not a citizen or national of the United States, please complete Sections III and IV.

**SECTION IV — DECLARATION**

**All applicants must complete this section.** I declare under penalty of perjury under the laws of the state of Arizona that the answers I have given are true and correct to the best of my knowledge.

*Peggy Bartel*

\_\_\_\_\_  
APPLICANT'S SIGNATURE

*10/9/12*

\_\_\_\_\_  
TODAY'S DATE



ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor  
Phoenix AZ 85007-2934  
(602) 542-5141

12 OCT 16 Ligr. Dept AM1109

12 OCT 10 Ligr. Dept AM1108

802,892

QUESTIONNAIRE

P1068158 SG

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A \$13 FEE.

In addition to other fingerprint fees, a \$22 DPS background check fee will be charged for each fingerprint card.

Liquor License #

10033182

(If the location is currently licensed)

1. Check appropriate box →	<input checked="" type="checkbox"/> <b>Controlling Person</b> (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	<input type="checkbox"/> <b>Agent</b> (Complete All Questions <u>except</u> # 14, 14a & 21) Controlling Person or Agent must complete # 21	<input type="checkbox"/> <b>Manager (Only)</b> (Complete All Questions <u>except</u> # 14, 14a & 21) Controlling Person or Agent must complete # 21
----------------------------	---	--	---

2. Name: Bartel Last Bart First Joseph Middle Date of Birth: \_\_\_\_\_ (NOT a Public Record)

3. Social Security Number: \_\_\_\_\_ Drivers License #: \_\_\_\_\_ State: AZ  
(NOT a public record)

4. Place of Birth: St. Louis, MO City State USA Country (not country) Height: 6'11" Weight: 195 lb Eyes: Blue Hair: Brown

5. Marital Status: Single  Married  Divorced  Widowed

6. Name of Current or Most Recent Spouse: Bartel Last Peggy First Gorman Middle Maiden Date of Birth: \_\_\_\_\_ (NOT a public record)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: Jan, 1992

8. Telephone number to contact you during business hours for any questions regarding this document. 928-606-9781

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Parks Feed & Mercantile Premises Phone: 928-635-1310

11. Physical Location of Licensed Premises Address: 518 N. Parks Rd Street Address (Do not use PO Box #) Parks City Cochise County 86018 Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
6/2010	CURRENT	Front Desk Manager	LQ Corp, 2015 S. Beulah, Flagstaff, AZ 86001
1/2007	5/2010	Quality Engineer	Prent Corp, 1400 W. Forest Meadows, Flagstaff 86001

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
4/2005	CURRENT	Own	2650 W. Kiltre Lane	Flagstaff	AZ	86001

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, how many hrs/day? \_\_\_\_\_, and **answer #14a below**. If NO, skip to #15. YES  NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)  
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES  NO
15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years?  
In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related. YES  NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. YES  NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES  NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES  NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES  NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.  
Give complete details including dates, agencies involved, and dispositions.  
**SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED**

20. I, Joseph Bartel Bart Bartel, hereby declare that I am the APPLICANT/REPRESENTATIVE filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.  
(print full name of Applicant)

X Bart Bartel State of Arizona County of Cochise  
(Signature of Applicant)

The foregoing instrument was acknowledged before me this 9th day of October 2012 at \_\_\_\_\_  
Month \_\_\_\_\_ Year \_\_\_\_\_  
(Signature of NOTARY PUBLIC)

My commission expires on: 04/24/15  
Day Month Year

ACAM SIEGERT  
Notary Public  
Cochise County, Arizona  
My Comm. Expires 04-24-15



**COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION**

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year

X \_\_\_\_\_  
Signature of Controlling Person or Agent (circle one)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

My commission expires on: \_\_\_\_\_  
Day Month Year

AZ CORPORATION COMMISSION  
FILED

SEP 07 2012

FILE NO. L17878809

AZ CORPORATION COMMISSION  
FILED

SEP 05 2012

FILE NO. L19878869

AZ Corp. Commis:



04018741

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR AOC USE ONLY.

**ARTICLES OF ORGANIZATION**

Read the Instructions L0101

1. **ENTITY TYPE** - check only one to indicate the type of entity being formed:

LIMITED LIABILITY COMPANY

PROFESSIONAL LIMITED LIABILITY COMPANY

2. **ENTITY NAME** - see [Instructions L0101] for naming requirements - give the exact name of the [ BPJRanch LLC ]

3. **PROFESSIONAL LIMITED LIABILITY COMPANY SERVICES** - if professional LLC is checked in number 1 above, describe the professional services that the professional LLC will provide (examples: law firm, accounting, medical):

4. **STATUTORY AGENT** - see Instructions L0101

<p><b>4.1 REQUIRED</b> - give the name (can be an individual or an entity) and physical or street address (not a P.O. Box) in Arizona of the statutory agent:</p>		<p><b>4.2 OPTIONAL</b> - mailing address in Arizona of Statutory Agent (can be a P.O. Box):</p>	
<p>Peggy Bartel Statutory Agent Name</p>			
<p>Attention (optional) 2650 W. Kirtle Lane Address 1</p>		<p>Attention (optional) Address 1</p>	
<p>Address 2 (optional) City Flagstaff</p>	<p>AZ State Zip</p>	<p>Address 2 (optional) City State Zip</p>	
<p><b>4.3 REQUIRED</b> - the Statutory Agent Acceptance form H002 must be submitted along with these Articles of Organization</p>			

5. **ARIZONA KNOWN PLACE OF BUSINESS ADDRESS:**

5.1 Is the Arizona known place of business address the same as the street address of the statutory agent?  Yes - go to number 6 and continue

No - go to number 5.2 and continue

5.2 If you answered "No" to number 5.1, give the physical or street address (not a P.O. Box) of the known place of business of the LLC in Arizona:

<p>Attention (optional)</p>		
<p>Address 1</p>		
<p>Address 2 (optional)</p>		
<p>City Country</p>	<p>State or Province</p>	<p>Zip</p>

**6. DURATION** - the duration or life period of the LLC is presumed to be perpetual unless one of the boxes is checked below and the corresponding blank is filled in:

- The LLC's life period will end on this date: \_\_\_\_\_ (enter a date)
- The LLC's life period will end upon the occurrence of this event \_\_\_\_\_ (describe an event)

**COMPLETE NUMBER 7 OR NUMBER 8 - NOT BOTH.**

- 7. MANAGER-MANAGED LLC** - see Instructions L010i - check this box  If management of the LLC will be vested in a manager or managers, and complete and attach the **Manager Structure Attachment** form L040. *The filing will be rejected if it is submitted without the attachment.*
- 8. MEMBER-MANAGED LLC** - see Instructions L010i - check this box  If management of the LLC will be reserved to the members, and complete and attach the **Member Structure Attachment** form L041. *The filing will be rejected if it is submitted without the attachment.*
- 9. ORGANIZERS** - list the name and address, and provide the signature, of each and every organizer - minimum of one is required. If more space is needed, check this box  and complete and attach the **Organizer Attachment** form L042.

**Peggy Bartel**  
Name

**2650 W. Kilhe Lane**  
Address 1

Address 2 (optional)  
**Flagstaff** **AZ** **86001**  
City State Zip

**UNITED STATES**  
Country

**SIGNATURE - see Instructions L010i:**

By checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law.

I ACCEPT

*Peggy Bartel* **9/4/12**  
Signature Date

**Peggy Bartel** **09/04/2012**  
Printed Name Date

**IF SIGNING FOR AN ENTITY, CHECK ONE, FILL IN BLANKS:**

- Corporation as Organizer - I am signing as an officer or authorized agent of a corporation and its name is: \_\_\_\_\_
- LLC as Organizer - I am signing as a member, manager, or authorized agent of a limited liability company, and its name is: \_\_\_\_\_

**Bart Bartel**  
Name

**2650 W. Kilhe Lane**  
Address 1

Address 2 (optional)  
**Flagstaff** **AZ** **86001**  
City State Zip

**UNITED STATES**  
Country

**SIGNATURE - see Instructions L010i:**

By checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law.

I ACCEPT

*Bart Bartel* **9-4-12**  
Signature Date

**Bart Bartel** **09/04/2012**  
Printed Name Date

**IF SIGNING FOR AN ENTITY, CHECK ONE, FILL IN BLANKS:**

- Corporation as Organizer - I am signing as an officer or authorized agent of a corporation and its name is: \_\_\_\_\_
- LLC as Organizer - I am signing as a member, manager, or authorized agent of a limited liability company, and its name is: \_\_\_\_\_

**Filing Fee:** \$50.00 (regular processing)  
Expedited processing - add \$35.00 to filing fee.  
All fees are non-refundable - see Instructions.

**Mail:** Arizona Corporation Commission  
Corporate Filings Section  
1300 W. Washington St., Phoenix, Arizona 85007  
**Fax:** 602-542-4300

Please be advised that A.C.C. fees reflect only the statutory minimums required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.  
All documents filed with the Arizona Corporation Commission are public records and are open for public inspection.  
If you have questions after reading the Instructions, please call 602-542-3000 or (within Arizona only) 800-345-5810.

DO NOT WRITE ABOVE THIS LINE, RESERVED FOR ACC USE ONLY.

**MANAGER STRUCTURE ATTACHMENT**

1. **ENTITY NAME** – give the exact name of the LLC (foreign LLCs – give name in domicile state or country):  
**BP Ranch LLC**

2. **A.C.C. FILE NUMBER (if known)**  
 Find the A.C.C. File number on the upper corner of filed documents OR on our website at: <http://www.azcc.gov/Divisions/Corporations>

3. **Check one box only to indicate what document the Attachment goes with:**

- Articles of Organization       Articles of Amendment  
 Application for Registration       Articles of Amendment to Application for Registration

4. **MANAGERS / MEMBERS** – give the name and address of each and every manager and list all members who own 20% or more of the profits or capital of the LLC. Members who own less than 20% may also be listed, but it is not required. Check the appropriate box or boxes below each person listed – do not check both member boxes. If more space is needed, use another Manager Structure Attachment form.

<b>Peggy Bartel</b> Name <b>2650 W. Kilde Lane</b> Address 1			<b>Bart Bartel</b> Name <b>2650 W. Kilde Lane</b> Address 1		
Address 2 (optional) <b>Flagstaff</b> City	State or Province <b>AZ</b>	Zip <b>86001</b>	Address 2 (optional) <b>Flagstaff</b> City	State or Province <b>AZ</b>	Zip <b>86001</b>
Country <input checked="" type="checkbox"/> <b>Manager</b>			Country <input type="checkbox"/> <b>Manager</b>		
<input checked="" type="checkbox"/> 20% or more member <input type="checkbox"/> Less than 20% member			<input checked="" type="checkbox"/> 20% or more member <input type="checkbox"/> Less than 20% member		
Name Address 1 Address 2 (optional)			Name Address 1 Address 2 (optional)		
City State or Province Zip			City State or Province Zip		
Country <input type="checkbox"/> <b>Manager</b>			Country <input type="checkbox"/> <b>Manager</b>		
<input type="checkbox"/> 20% or more member <input type="checkbox"/> Less than 20% member			<input type="checkbox"/> 20% or more member <input type="checkbox"/> Less than 20% member		
Name Address 1 Address 2 (optional)			Name Address 1 Address 2 (optional)		
City State or Province Zip			City State or Province Zip		
Country <input type="checkbox"/> <b>Manager</b>			Country <input type="checkbox"/> <b>Manager</b>		
<input type="checkbox"/> 20% or more member <input type="checkbox"/> Less than 20% member			<input type="checkbox"/> 20% or more member <input type="checkbox"/> Less than 20% member		

DO NOT WRITE ABOVE THIS LINE, RESERVED FOR A.C.C. USE ONLY.

### STATUTORY AGENT ACCEPTANCE

Please read Instructions M0021

1. **ENTITY NAME** – give the exact name in Arizona of the corporation or LLC that has appointed the Statutory Agent:

BPJ Ranch LLC

2. **A.C.C. FILE NUMBER** (if entity is already incorporated or registered in AZ):

Find the A.C.C. file number on the upper corner of filed documents OR on our website at: <http://www.azcc.gov/Divisions/Corporations>

3. **STATUTORY AGENT NAME** – give the exact name of the Statutory Agent appointed by the entity listed in number 1 above (this will be either an individual or an entity):

Peggy Bartel

- 3.1 Check one box:  The statutory agent is an Individual (natural person).  
 The statutory agent is an Entity.

#### STATUTORY AGENT SIGNATURE:

By the signature appearing below, the individual or entity named in number 3 above accepts the appointment as statutory agent for the entity named in number 1 above, and acknowledges that the appointment is effective until the entity replaces the statutory agent or the statutory agent resigns, whichever occurs first.

By checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law.

I ACCEPT

Peggy Bartel  
Signature

PEGGY BARTEL  
Printed Name

9/18/12  
Date

#### REQUIRED – check only one:

<input checked="" type="checkbox"/> Individual as statutory agent: I am signing on behalf of myself as the individual	<input type="checkbox"/> Entity as statutory agent: I am signing in behalf of the entity named as statutory agent and I am authorized to act for that entity.
---	---

Filing Fee: none (regular processing) Expedited processing – add \$35.00 to filing fee. All fees are non-refundable – see instructions.	Mail: Arizona Corporation Commission - Corporate Filings Set 1300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-542-4100
---	---

Please be advised that A.C.C. forms reflect only the minimum provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business. All documents filed with the Arizona Corporation Commission are public records and are open for public inspection. If you have questions after reading the instructions, please call 602-542-3026 or (toll-free outside AZ) 800-345-2813.

'12 OCT 18 Lique. Lic. AM 9:15

17 October 2012

To: State of Arizona Department of Liquor Licenses and Control

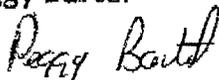
Attention : Selena Gonzales

From: Peggy & Bart Bartel – BPJRanch LLC

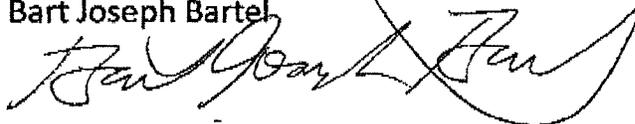
Subject: Operating Agreement for BPJRanch LLC

Peggy Bartel will be managing the day to day operations at Parks Feed & Mercantile and Bart Bartel will be managing the fiscal responsibilities and long range planning. BPJRanch LLC is owned equally at 50% each by both Peggy & Bart Bartel.

Peggy Bartel



Bart Joseph Bartel





Meeting Date: December 4, 2012

**DATE:** November 6, 2012

**TO:** Honorable Chair and Members of the Board

**FROM:** Sue E. Pratt, Community Development Director

**SUBJECT:** Set for hearing to be held at the Board's meeting of December 18, 2012, at 6:00pm. Amendment Case No. AM-12-002: Amendments to the County Zoning Ordinance, clarifying, updating, and renumbering sections, including the deletion and addition of some uses (e.g. deletion of uses which are antiquated or are included under other uses and the addition of uses which have been addressed in previous actions by the Commission), and including addition of definitions. An itemized summary of all the changes, and the complete Zoning Ordinance showing all proposed changes is available at the County Community Development website which is <http://coconino.az.gov/comdev.aspx?id=141> Coconino County Community Development Department, Flagstaff, Arizona.

**RECOMMENDATION:**

Staff recommends the Board set Case No. AM-12-002 for hearing to be held at the Board meeting on December 18, 2012 at 6:00p.m.

**BACKGROUND:**

This case was heard by the Planning and Zoning Commission at their meeting on October 30, 2012 and requires Board review and final action.

**ALTERNATIVES:**

None

**FISCAL IMPACT:**

**REVIEWED BY ELECTRONIC ROUTING**

**ATTACHMENTS:**



Meeting Date: December 4, 2012

**DATE:** November 16, 2012  
**TO:** Honorable Chair and Members of the Board  
**FROM:** Allison M. Eckert, Assistant County Manager/Director of Human Resources  
**SUBJECT:** Confirm Appointment of Janet Regner as Community Services Director

**RECOMMENDATION:**

It is recommended that the Board of Supervisors confirm the appointment of Janet Regner as Director of Community Services.

**BACKGROUND:**

A recruitment process for the position of Community Services Director was conducted to fill the vacancy that was created in February of 2012. The recruitment process included a County application and supplemental questionnaire, a matrix to screen for minimum qualifications, phone interviews, a writing assignment, three panel interviews, two “Meet & Mingle” events and reference checks. Over the course of this process, the receipt of 35 applications contributed to a very talented and qualified pool, making this decision a very difficult one.

Janet has a Bachelor’s Degree in Public Administration and comes to us with fourteen years of experience in the Social Services field with the Arizona Community Action Association along with an additional 13 years of experience consulting throughout the State of Arizona on public affairs and legislative issues. Janet’s diverse background, as well as her years of related experience, makes her an excellent choice for this position.

**ALTERNATIVES:**

The Board could choose not to confirm the appointment.

**FISCAL IMPACT:**

The FTE and salary for the Community Services Director position has been budgeted in the Community Services Department.

**REVIEWED BY ELECTRONIC ROUTING**



Meeting Date: 12/04/2012

**DATE:** Thursday, November 29, 2012

**TO:** Honorable Chairman and Members of the Board

**FROM:** Bryon Matsuda, Director of Juvenile Court Services

**SUBJECT:** Approval by the Coconino County Board of Supervisors to enter into the modified Funding Agreement for the Standard Probation Funds with the Arizona Supreme Court, Administrative Office of the Courts, for the operation of the Standard Probation program for an additional \$32,977.00 in revenue for a total amount of \$213,945.00 for Fiscal Year 2013 and increasing the FTE for one new probation officer position.

**RECOMMENDATION:**

Staff recommends that the Coconino County Board of Supervisors enter into the modified Funding Agreement for the Standard Probation Funds with the Arizona Supreme Court, Administrative Office of the Courts, for the operation of the Standard Probation program for an additional \$32,977.00 in revenue for a total amount of \$213,945.00 for Fiscal Year 2013 and increasing the FTE for one new probation officer position.

**BACKGROUND:**

This is a continuation of funding from the Arizona Supreme Court, Administrative Office of the Courts to provided funding to the Juvenile Court to implement its plan to operate the Standard Probation program. In Fiscal Year 2013 we began the year with employing 3.11 FTEs through this program. This modification will increase the total FTE to 4.11 FTE. This fund is utilized to provide probation officers to supervise minors placed on probation while maintaining the 35:1 mandated ratio for probationers to officers. The funds are for minors that will demonstrate a reasonable change of reducing the number of repetitive juvenile offenders and to provide for the costs of services for children referred to the juvenile court.

The juvenile court will use the funds for the purpose of providing probation officers to supervise minors while maintaining 35:1 ratio and reducing the number of repetitive juvenile offenders as prescribed in the approved Standard Probation plan for fiscal year 2013.

These funds will provide funding for staff for Fiscal Year 2013. The Agreement is to commence on July 1, 2012 and terminate June 30, 2013. All monies will be used for allowable costs that can be proven necessary and essential to the performance of statutorily-mandated duties. Funds shall not be used to pay county or city administrative costs for services associated with receipt of these funds including, but not limited to, the cost of: accounting, payroll, data processing, purchasing, personnel, and building use. Any and all award funds not expended by June 30, 2013 will be returned to the Arizona Supreme Court within 30 days of the termination date.

Modifications to this fund are to provide for one additional Probation Officer FTE salaries and ERE funded through Standard Probation. The caseload capacities for Coconino County have exceeded the allowable rate for several months and the state would like to add the FTE to accommodate this increase in capacity. The state has allocated an additional \$32,977.00 to Standard Probation to fund this position for the remainder of the fiscal year for Coconino County Juvenile Court.

**ALTERNATIVES:**

There is no alternative to this funding. Caseload capacities have been exceeding the mandatory rate and without this new position we will be out of compliance with state mandates.

**FISCAL IMPACT:**

The fiscal impact to the County will not change for FY 13. There will be no general fund transfer for Standard Probation in FY 13.

**Reviewed by Electronic Routing.**

**ATTACHMENTS:**

Addendum A  
Budget Adjustment

/KC

# ADDENDUM A

## JUVENILE STANDARD PROBATION PROGRAM JUVENILE COURT IN COCONINO COUNTY FOR FISCAL YEAR 2012 - 2013

Addendum date: October 23, 2012

Note: This addendum supersedes all previously dated addendums

TOTAL AMOUNT AWARDED:

**\$213,945**

COUNTY SHIFT:

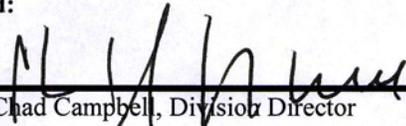
**0.00**

APPROVED BUDGET	APPROVED FTE'S	AMOUNT
A. Case-Carrying Personnel	3.78	86.76% \$129,901
B. ERE		\$55,727
C. Non Case-Carrying/Other/Contract Personnel	0.33	\$13,100
D. ERE		\$5,620
E.		
F.		
G. Travel		
H. Operating		\$9,597
I. Equipment		
<b>TOTAL AMOUNT TO BE DISBURSED</b>		<b>\$213,945</b>

SCHEDULED DISBURSEMENTS:			
July 31, 2012	October 31, 2012	March 15, 2013	May 15, 2013
\$45,242	\$45,242	\$61,731	\$61,730

RETAINED FUNDS	AMOUNT
A. Contract Services	\$0
B. Direct Payment	\$0
C. Vacancy Reserve	\$0
D. Other	\$0
<b>TOTAL AMOUNT TO BE RETAINED</b>	<b>\$0</b>

Signed:

  
 \_\_\_\_\_  
 Chad Campbell, Division Director  
 Juvenile Justice Services Division - Arizona Supreme Court

10/24/12  
 \_\_\_\_\_  
 Date

Signed:

  
 \_\_\_\_\_  
 Director of Juvenile Court Services

11/1/12  
 \_\_\_\_\_  
 Date

AOC Finance Office Receipt:

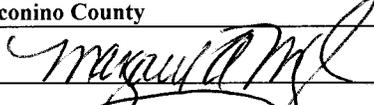
\_\_\_\_\_  
 Fund Manager

\_\_\_\_\_  
 Date

ARIZONA SUPREME COURT  
ADMINISTRATIVE OFFICE OF THE COURTS (AOC)

BUDGET MODIFICATION REQUEST FORM

PROGRAM OR FUND Juvenile Standard Probation FOR FY 2013  
 PROGRAM TITLE/PLAN # \_\_\_\_\_  
 COUNTY OR AGENCY Coconino County

SIGNED  DATE October 23, 2012  
 TITLE \_\_\_\_\_ PREPARED BY Jeanne Brandner  
Presiding Judge, Presiding Juvenile Judge, or CEO (JCRF only)

BUDGET INFORMATION: (To be completed by submitting agency)

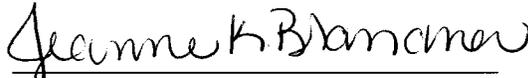
	APPROVED BUDGET	PROPOSED BUDGET	APPROVED REVISED BUDGET	Net Difference + or -	AMOUNT TO BE DISBURSED	AMOUNT TO BE RETAINED (AOC)
Case-Carrying Personnel	106,824	129,901	129,901	23,077	129,901	
ERE	45,827	55,727	55,727	9,900	55,727	
Non Case-Carrying/Contract/Other Personnel	13,100	13,100	13,100	-	13,100	
ERE	5,620	5,620	5,620	-	5,620	
	0	0	0	-	0	
	0	0	0	-	0	
Travel	0	0	0	-	0	
Equipment	0	0	0	-	0	
Operating	9,597	9,597	9,597	-	9,597	
Subcontract	0	0	0	-	0	0
Direct	0	0	0	-	0	0
Other	0	0	0	-	0	
Total	180,968	213,945	213,945	32,977	213,945	0

Written justification must be attached. If the modification involves any changes in the Personnel or Equipment line items, the following specific information is required: a.) Salary and ERE amendments; b.) Job descriptions for new positions; c.) Item

**\*\*AOC USE ONLY\*\***

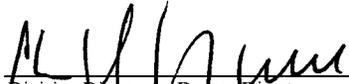
This modification request is recommended for approval, with the following exceptions:

APPROVAL RECOMMENDED BY:

  
 Program Manager

DATE 10-24-2012

ACTION APPROVED BY:

  
 Division Director or Deputy Director  
 Administrative Office of the Courts

DATE 10-24-12

**NOTE: Please attach and transmit a copy of this form along with the Revised Addendum "A" Form, and Revised Statewide Allocation Summary when submitting changes to Finance.**

FY 13 Budget Adjustment

Account	FY13 Budget	FY13 Award	Budget Adjustment
1463 - 24 - 1000 - 0 - 40 / 43 4 / 35 . 4315	(25,647)	(25,647)	-
1463 - 24 - 1000 - 0 - 40 / 47 1 / 31 . 4950	-	-	-
1463 - 24 - 1000 - 0 - 40 / 49 3 / 95 . 9001	-	-	-
1463 - 24 - 1000 - 0 - 40 / 54 3 / 40 . 5011	13,100	13,100	-
1463 - 24 - 1000 - 0 - 40 / 54 3 / 40 . 5013	-	-	-
1463 - 24 - 1000 - 0 - 40 / 54 3 / 45 . 5040	190	190	-
1463 - 24 - 1000 - 0 - 40 / 54 3 / 45 . 5041	812	812	-
1463 - 24 - 1000 - 0 - 40 / 54 3 / 45 . 5062	121	121	-
1463 - 24 - 1000 - 0 - 40 / 54 3 / 45 . 5066	1,804	1,804	-
1463 - 24 - 1000 - 0 - 40 / 54 3 / 45 . 5068	29	29	-
1463 - 24 - 1000 - 0 - 40 / 54 3 / 45 . 5071	1,458	1,458	-
1463 - 24 - 1000 - 0 - 40 / 54 3 / 45 . 5091	16	16	-
1463 - 24 - 1000 - 0 - 40 / 54 3 / 45 . 5095	65	65	-
1463 - 24 - 1000 - 0 - 40 / 54 3 / 50 . 6001	1,733	1,733	-
1463 - 24 - 1000 - 0 - 40 / 54 3 / 50 . 6175	268	268	-
1463 - 24 - 1000 - 0 - 40 / 54 3 / 50 . 6177	1,208	1,208	-
1463 - 24 - 1000 - 0 - 40 / 54 3 / 50 . 6191	278	278	-
1463 - 24 - 1000 - 0 - 40 / 54 3 / 50 . 6260	-	-	-
1463 - 24 - 1000 - 0 - 40 / 54 3 / 50 . 6261	1,000	1,000	-
1463 - 24 - 1000 - 0 - 40 / 54 3 / 50 . 6262	3,355	3,355	-
1463 - 24 - 1000 - 0 - 40 / 54 3 / 50 . 6300	210	210	-
1463 - 24 - 4120 - 0 - 40 / 43 4 / 35 . 4314	-	-	-
1463 - 24 - 4120 - 0 - 40 / 43 4 / 35 . 4315	(155,321)	(188,298)	(32,977)
1463 - 24 - 4120 - 0 - 40 / 47 1 / 31 . 4950	-	-	-
1463 - 24 - 4120 - 0 - 40 / 48 7 / 31 . 4060	-	-	-
1463 - 24 - 4120 - 0 - 40 / 49 3 / 95 . 9001	-	-	-
1463 - 24 - 4120 - 0 - 40 / 54 3 / 40 . 5011	116,111	139,188	23,077
1463 - 24 - 4120 - 0 - 40 / 54 3 / 45 . 5040	1,684	2,019	335
1463 - 24 - 4120 - 0 - 40 / 54 3 / 45 . 5041	7,199	8,630	1,431
1463 - 24 - 4120 - 0 - 40 / 54 3 / 45 . 5062	1,016	1,199	183
1463 - 24 - 4120 - 0 - 40 / 54 3 / 45 . 5066	17,119	21,444	4,325
1463 - 24 - 4120 - 0 - 40 / 54 3 / 45 . 5068	247	291	44
1463 - 24 - 4120 - 0 - 40 / 54 3 / 45 . 5071	-	-	-
1463 - 24 - 4120 - 0 - 40 / 54 3 / 45 . 5073	15,234	18,262	3,028
1463 - 24 - 4120 - 0 - 40 / 54 3 / 45 . 5091	2,206	2,644	438
1463 - 24 - 4120 - 0 - 40 / 54 3 / 45 . 5095	581	697	116
1463 - 24 - 4120 - 0 - 40 / 54 3 / 50 . 6177	1,050	1,050	-
1463 - 24 - 4120 - 0 - 40 / 54 3 / 50 . 6263	-	-	-
1463 - 24 - 4120 - 0 - 40 / 54 3 / 50 . 6271	495	495	-
Total	7,621	7,621	-
# of Items			1

Meeting Date:

**DATE:** November 27, 2012

**TO:** Carl Taylor, Chairman of the Coconino County Board of Supervisors

**FROM:** Kimbal Babcock, Chief Health Officer – HEALTH DISTRICT

**SUBJECT:** Approve a grant received from the Arizona Companion Spay / Neuter Committee

**RECOMMENDATION:** Set for Public Hearing on December 18, 2012 at 6:00 p.m. Amendments to Chapters 1, 2, 11, and 20 of the Coconino County Public Health Services District, Environmental Health Code adopted as Ordinance 1985-4 and amended by Ordinances 2002-02, 2002-11, 2003-03, and 2011-05 for the Coconino County Public Health Services District, Flagstaff AZ.

**BACKGROUND:** Set Public Hearing date for the purpose of clarifying, updating, renumbering sections, including the deleting and addition of new material including a Regulatory Bill of Rights which meets the requirements of amendments to ARS 11-1601 through 1609 and authorization to develop Substantive Policy Statements. Update the Environmental Health code, Chapter 1 (General Provisions), Chapter 2 (Permits and other requirements), Chapter 11 (Keeping of Animals), and Chapter 20 (Body Art Facilities).

**ALTERNATIVES:** The Board of Supervisors can elect to not update these chapters and the District will need to develop Substantive Policy Statements for all permitting and licensing functions prior to the end of the calendar year.

**FISCAL IMPACT:** No fiscal impacts are expected.

**REVIEWED BY ELECTRONIC ROUTING:**

**ATTACHMENT:**



Meeting Date: December 4<sup>th</sup>, 2012

**DATE:** November 6, 2012

**TO:** Honorable Chairman and Members of the Board

**FROM:** Lucinda Andreani, Deputy Public Works Director

**SUBJECT:** **Approve the first renewal of an Agreement with Aztech Design, Inc. and the County for on-call professional engineering services from August 1, 2012 to July 31, 2013, up to \$250,000 per project.**

**RECOMMENDATION:**

It is requested that the Board of Supervisors approve the first renewal of an Agreement for on-call professional engineering services with Aztech Design, Inc. from August 1, 2012 to July 31, 2013, up to \$250,000 per project.

**BACKGROUND:**

The Coconino County Public Works Department desires several firms under contract to be selected for projects within their area of expertise. The Independent Contractors have been selected based upon their Statements of Qualifications (SOQs), which adheres to County Purchasing Policy.

The Independent Contractor shall provide professional engineering services to the County during the term of this Agreement, when and as requested by the County for specific projects. The services include construction plans, specifications, drainage studies, feasibility studies, surveyor services, consultation, research, construction management and engineer's estimates for improvements.

**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 will vary depending upon the projects performed during the next twelve months.

**REVIEWED BY ELECTRONIC ROUTING**

**ATTACHMENTS:**

1. Five (5) original First Amendment Agreements with Aztech Design Inc.
2. Insurance Certificates.

This FIRST AMENDMENT (hereinafter this "Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 2012,

BETWEEN

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

AND

AZTECH DESIGN, INC., an Arizona corporation, with a mailing address of P.O. Box 494, Flagstaff, Arizona 86002, (hereinafter the "Independent Contractor")

WHEREAS:

- A. The County and the Independent Contractor entered into an agreement commencing the 1<sup>st</sup> day of August, 2011, for the Independent Contractor to provide on-call professional engineering services (hereinafter the "Agreement"); and
- B. The Agreement provided for an initial one year term with four additional one year renewals; and
- C. The County and the Independent Contractor have operated pursuant to the Agreement since it was made; and
- D. The parties wish to renew the Agreement for a one-year period and make certain amendments as set forth below. There will be no change in the compensation paid to the Independent Contractor.

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

- 1. The Agreement is renewed for the period from 1<sup>st</sup> day of August, 2012 through the 31<sup>st</sup> day of July, 2013.
- 2. Attachment "A" of the original Agreement will continue to be in effect.
- 3. Prior to providing services, the Independent Contractor will provide the County with a Certificate of Liability Insurance evidencing insurance coverage in the amounts specified in the original agreement for the effective term of this renewal.
- 4. Terms and conditions in the Agreement as amended that are unchanged by this Amendment will remain in full force and effect.

5. Insurance

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

- A. In no event will the total coverage be less than the minimum insurance coverage specified below:
- i. Commercial General Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence/Two million Dollars (\$2,000,000) aggregate.
  - ii. Automobile Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence.
  - iii. A Certificate of Insurance for worker's compensation coverage or Sole Proprietor Waiver, if the Independent Contractor has no employees. If a Certificate of Insurance is provided, the insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.
  - iv. Professional Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence/One million Dollars (\$1,000,000) aggregate
- B. The Independent Contractor will name the County, its agents, officials, employees and volunteers as additional insureds, except for professional liability insurance and workers compensation, if any, and will specify that the insurance afforded by the Independent Contractor is primary insurance and that any insurance coverage carried or self-insurance by the County, any department or any employee will be excess coverage and not contributory insurance to that provided by the Independent Contractor. Said policy must contain a severability of interest provision. County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Independent Contractor.
- C. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.
- D. Upon the execution of this Agreement by the Independent Contractor, the Independent Contractor will furnish the County with copies of the Certificates of Insurance drawn in conformity with the above insurance requirements. The County reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements. Failure on the part of the Independent Contractor to procure and maintain the required liability insurance and provide proof thereof to the County within ten (10) days

following the commencement of a new policy, will constitute a material breach of the Agreement upon which the County may immediately terminate the Agreement.

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

#### 6. Immigration and Scrutinized Business

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

- A. The Independent Contractor and each of its subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-314A.
- B. A breach of warranty under paragraph (A) (above) shall be deemed a material breach of the contract and is subject to penalties up to and including termination of the contract.
- C. The County retains the legal right to inspect the papers of any Independent Contractor or any of its subcontractors who work on the contract to ensure that the Independent Contractor or its subcontractor(s) is complying with the warranty provided under paragraph (A) (above).
- D. In accordance with A.R.S. §35-391.06, the Independent Contractor hereby certifies that the Independent Contractor does not have scrutinized business operations in Iran or the Sudan or with any party on the list of parties excluded from Arizona procurement.
- E. The Independent Contractor further certifies that it is in compliance with the Export Administration Act and not on the Excluded Parties List.
- F. False certifications may result in the termination of this contract.



INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement")  
made this 15<sup>th</sup> day of November, 2011,

BETWEEN

AZTECH DESIGN, INC., an Arizona corporation, with a mailing address of P.O. Box  
494, Flagstaff, Arizona 86002 (hereinafter the "Independent Contractor"),

AND

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

WHEREAS:

- A. The County has a need to obtain the services of an Independent Contractor to provide professional engineering services for the Coconino County Public Works Department and other County Departments and Improvement Districts; and
- B. The County has reviewed Statements of Qualifications (SOQs) in order to select the appropriate Independent Contractors to provide the services; and
- C. The Independent Contractor has submitted a successful proposal; and
- D. The County desires to contract with the Independent Contractor to provide the services; and
- E. The Independent Contractor is ready, willing and able to provide the Services on the terms and conditions set out herein.

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

1. Scope of Work

- A. The Independent Contractor shall provide professional engineering services to the County during the term of the Agreement, when and as requested by the County for specific projects. The County reserves the right to have multiple Independent Contractors under contract to select from to provide such services.
- B. The Independent Contractor shall prepare, upon request from the County, a "Scope of Work" for a given project and include estimated hours of work to be performed by the employees shown on Attachment "A" hereto who will be working on said project.

2. Compensation

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

3. Term of Agreement

The effective term of this Agreement is from August 1, 2011 through July 31, 2012.

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

4. Termination of Agreement

Either party may terminate this Agreement by giving thirty (30) days notice of termination to the other party.

5. Insurance

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

- A. In no event will the total coverage be less than the minimum insurance coverage specified below:
- i. Commercial General Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence.
  - ii. Automobile Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence.
  - iii. Professional Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence.
- B. The Independent Contractor will name the County, its officers, agents, employees and volunteers as additional insureds, except for professional liability and will specify that the insurance afforded by the Independent Contractor is primary insurance and that any insurance coverage carried or self-insurance by the County, any department or any employee will be excess coverage and not contributory insurance to that provided by the Independent Contractor. Said policy must contain a severability of interest provision. County reserves the right to continue payment of

premium for which reimbursement will be deducted from amounts due or subsequently due Independent Contractor.

- C. Upon the execution of this Agreement by the Independent Contractor, the Independent Contractor will furnish the County with copies of the Certificates of Insurance drawn in conformity with the above insurance requirements. The County reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements. Failure on the part of the Independent Contractor to procure and maintain the required liability insurance and provide proof thereof to the County within ten (10) days following the commencement of a new policy, will constitute a material breach of the Agreement upon which the County may immediately terminate the Agreement.
- D. The Independent Contractor will comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. A certificate of insurance for worker's comp shall be provided with the following language: "It is agreed that waiver of subrogation is effective only as respects to the above Certificate Holder for the project described herein".

6. Indemnification

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

7. Independent Contractor's Status

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

- A. The Independent Contractor will be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, the Independent Contractor is responsible for the payment of all applicable income and employment taxes and for providing all workers' compensation insurance required by law.
- B. The Independent Contractor has no authority to enter into contracts or agreements on behalf of the County. This Agreement does not create a partnership between the parties.

8. Amendment and Entirety of Contract

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

9. Records

The Independent Contractor will:

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

10. Approval by the County

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

11. Waiver

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

12. Non-assignment

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

13. Cancellation of Agreement

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

14. Non-discrimination

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

15. Notice

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

16. Choice of Law

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

17. Severability

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

18. Independent Contractor's Warranty of Compliance with Immigration and Anti-terrorism Law

A. The Independent Contractor and each subcontractor warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214, subsection a.

- B. A breach of warranty under paragraph (A) (above) shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.
- C. The County retains the legal right to inspect the papers of any Independent Contractor or subcontractor employee who works on the Agreement to ensure that the Independent Contractor or subcontractor(s) is complying with the warranty provided under paragraph (A) (above).
- D. In accordance with A.R.S. §35-397, the Independent Contractor hereby warrants that the Independent Contractor does not have scrutinized business operations in Iran or the Sudan.
- E. Per A.R.S. §35-391, the Independent Contractor hereby warrants that they are in compliance with the Export Administration Act and not on the Excluded Parties List.
- F. Per A.R.S. §41-4401, the Independent Contractor hereby warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214 which requires verification of each employee's legal employability, after they are employed, using the basic pilot program (also known as E-verify).

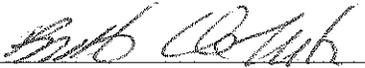
19. Non-Appropriation of Funds.

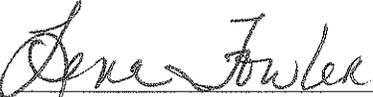
In the event funds are not appropriated for this Agreement by the County for any fiscal year following the current fiscal year of the County, the Agreement shall terminate automatically as of the last day for which funds were appropriated. Termination for non-appropriation of funds shall not be considered a default by the County. Upon such termination, the County shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

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

AZTECH DESIGN, INC.

COCONINO COUNTY  
BOARD OF SUPERVISORS

  
Britt DeMuth  
President

  
Lena Fowler  
Chairwoman

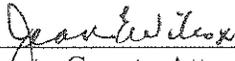
ACKNOWLEDGED before me  
by Britt DeMuth as President  
of and for Aztech Design, Inc.  
on this 25<sup>th</sup> day of Oct, 2011

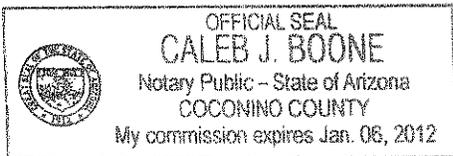
ATTEST:

  
Clerk of the Board

  
Notary Public

APPROVED AS TO FORM:

  
Deputy County Attorney



 **aztech design, inc.**  
CIVIL ENGINEERING DESIGN, LAND SURVEYING

Michael R. Savoy  
Coconino County  
5600 E. Commerce Avenue  
Flagstaff, Arizona 86004-2935

Britt DeMuth PE, RLS

August 01, 2011

Ref: RFQ 2011-33  
ON-CALL CIVIL ENGINEERING SERVICES

Sir,

Thank you for your letter of July 12, 2011. I am very appreciative of it.

In accordance with the notification I submit this Fee Schedule for proposed services. The insurance certificates should be forthcoming. Please advise if there is any further information you need from me.

FEE SCHEDULE

1. Administration, Firm Principal	\$110 per hour
2. Professional Registrant, PE or RLS	\$100 per hour
3. Design/ Drafting	\$90 per hour
4. Clerical	\$40 per hour

Sincerely,



Britt DeMuth, President  
c:\Mary\Proposals\cocooncall



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: C1

DATE (MM/DD/YYYY)

09/19/12

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).

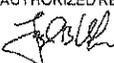
<b>PRODUCER</b> Hill & Usher LLC Insurance, Bonds, Benefits. 3033 North 44th Street, #300 Phoenix, AZ 85018 Taylor B. Usher, CIC		602-956-4220 602-956-4418	<b>CONTACT NAME:</b> Cory Bardet <b>PHONE (A/C, No, Ext):</b> 602-956-4220 <b>FAX (A/C, No):</b> 602-956-4418 <b>E-MAIL ADDRESS:</b> coryb@hillusher.com <b>PRODUCER CUSTOMER ID #:</b> AZTEC-8
<b>INSURED</b> AZ-Tech Design Inc PO Box 494 Flagstaff, AZ 86002-0494		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Ins Co of the MW <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 37478	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	X	59WECEN6957	08/17/12	08/17/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: RFQ 2011-300 - ON-CALL CIVIL ENGINEERING SERVICES. WAIVER OF SUBROGATION FORM WC 000313 ATTACHED.

<b>CERTIFICATE HOLDER</b>  COCONINO COUNTY PUBLIC WORKS COCONINO COUNTY FLOOD CONTROL DISTRICT 5600 E COMMERCE AVE FLAGSTAFF, AZ 86004	<b>COCONPU</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## WORKERS COMPENSATION

### Waiver of Our Right To Recover from Others Endorsement

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

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

#### Schedule

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BLANKET WHEN REQUIRED BY WRITTEN CONTRACT

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Policy Number: 59WECEN6957  
Effective Date: 08/17/12  
Named Insured: AZ-Tech Design Inc

Process Date: September 18, 2012

WC 00 03 13 (04-84)



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: JC

DATE (MM/DD/YYYY)

09/20/12

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).

<b>PRODUCER</b> Stuckey Ins & Assoc Agencies 5343 N. 16th Street, Suite 110 Phoenix, AZ 85016 House Account	602-264-5533 602-279-9336	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <b>PRODUCER CUSTOMER ID #: AZTEC-2</b>
<b>INSURED</b> Aztech Design, Inc P O Box 494 Flagstaff, AZ 86002-0494	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> XL Specialty Ins Co	<b>NAIC #</b> 37885
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Ins			DPS9700984	08/15/12	08/15/13	Per Claim 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Professional Insurance - Claims Made - Retro Date 08/15/11  
 Re: Coconino County On-call Engineering Services with Coconino County and Coconino County Flood Control District

<b>CERTIFICATE HOLDER</b>  COCON-3  Coconino County Public Works Dept 5600 E Commerce Avenue Flagstaff, AZ 86004-2935	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Commercial Certificate of Insurance



Agency  
 Name • Brian Cox  
 & • 200 S Leroux St Ste 1  
 Address • Flagstaff, AZ 86001-5646  
 • 928-774-5433

Issue Date (MM/DD/YY) 09/19/2012

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

St. 88 Dist. 02 Agent 335

### Companies Providing Coverage:

Insured  
 Name • AZTECH DESIGN INC  
 & • 219 W MOGOLLON  
 Address • FLAGSTAFF, AZ 86001

- Company **A** Truck Insurance Exchange
- Company **B** Farmers Insurance Exchange
- Company **C** Mid-Century Insurance Company
- Company **D**

### Coverages

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

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits
B	General Liability <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.	605030932	08/07/2012	08/07/2013	General Aggregate \$ 2,000,000 Products-Comp/OPS Aggregate \$ 1,000,000 Personal & Advertising Injury Each Occurrence \$ 1,000,000 Fire Damage (Any one fire) \$ 75,000 Medical Expense (Any one person) \$ 5,000
B	Automobile Liability All Owned Commercial Autos <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos Garage Liability  Umbrella Liability  Workers' Compensation and Employers' Liability	605030932	08/07/2012	08/07/2013	Combined Single Limit \$ 1,000,000 Bodily Injury (Per person) \$ Bodily Injury (Per accident) \$ Property Damage \$ Garage Aggregate \$ Limit \$ Statutory Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$

### Description of Operations/Vehicles/Restrictions/Special items:

Coconino County and Coconino County Flood Control District, its agents, officials, employees and volunteers are additional insureds.

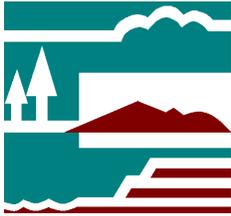
### Certificate Holder

Name • Coconino County and Coconino County  
 & • Flood Control District  
 Address • 5600 E Commerce Ave  
 • Flagstaff, AZ 86004

### Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

*[Signature]*  
 Authorized Representative



Meeting Date: November 20, 2012

**DATE:** November 2, 2012

**TO:** Honorable Chairman and Members of the Board

**FROM:** Candace Owens, County Recorder

**SUBJECT:** Approve an Intergovernmental Agreements (IGA) to Provide Election Services for the Ash Fork Schools on November 6, 2012 General Election.

**RECOMMENDATION:**

Staff recommendation is to approve the Intergovernmental Agreements between Coconino County Election office and Ash Fork Schools.

**BACKGROUND:**

Intergovernmental Agreements for election services is made between Coconino County and the Ask Fork Schools in accordance with ARS §16-408 D. The governing body of any election district authorized to conduct an election may contract with the board of supervisors and county recorder for election services. The contracted cost of such special elections shall be a charge against the election district.

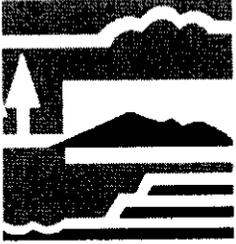
**ALTERNATIVES:**

Board approval is required under election state statute.

**FISCAL IMPACT:**

None

**REVIEWD BY ELECTONIC ROUTING**



**Intergovernmental Agreement  
FOR PROVISION OF SERVICES BY THE  
COCONINO COUNTY ELECTIONS DEPARTMENT**

This Contract for Services is entered into this 9<sup>th</sup> day of October, 2012 pursuant to A.R.S. 11-951 *et seq* between **COCONINO COUNTY**, for and on behalf of **COCONINO COUNTY ELECTIONS DEPARTMENT (CCED)**, a political subdivision of the State of Arizona, hereinafter referred to as **COUNTY**, and the Ash Fork Schools, hereinafter referred to as **JURISDICTION**, also a political subdivision of the State of Arizona.

WHEREAS, the COUNTY has authority under A.R.S. Title 16 and 19 to conduct elections and responsibility for establishing and staffing polling places, preparing and counting ballots, and providing voting equipment;

WHEREAS, the COUNTY RECORDER has the authority to maintain voter registration rolls and to conduct early balloting under A.R.S. 16-162 and A.R.S. Title 17, Ch. 4, Art. 8;

WHEREAS the JURISDICTION has the responsibility for conducting its own elections under A.R.S. Title 16;

WHEREAS, the JURISDICTION is authorized to contract with the board of supervisors and county recorder for election services under A.R.S. 16-408 and desires to use the election services of COUNTY to conduct its election as set forth below;

NOW THEREFORE, in consideration of the mutual agreements described herein, the parties agree as follows:

**SECTION 1. Type of Election and Important Dates**

COUNTY agrees to provide election services for the following election:

**Type of Election: GENERAL ELECTION**

- Date of Election: ..... <11/6/12>**
- Early Voting Begins:..... <10/11/12>**
- Last Day to Register to Vote :..... < 10/8/12>**
- Last Day to Request Early Ballot by Mail :..... < 10/26/12>**
- Last Day to Vote Early :..... < 11/2/12>**

**SECTION 2. CONTACT PERSONS FOR JURISDICTION**

Contact Name: Seth Staples  
Address: PO Box 247  
Telephone: 928.607.1414/3900  
Fax: 928.637.2623  
E-mail: ssstaples@afjusd.org  
Cell Phone: \_\_\_\_\_

Legal Counsel: Patrice Horstman  
Address: 120 N Beaver Street  
Telephone: 928.226.0000  
Fax: 928.779.3621  
E-mail: pmh@h2m2law.com  
Date of Department of Justice pre-clearance Submission: \_\_\_\_\_

**SECTION 3: PURPOSE**

The purpose of this contract is to secure the services of COUNTY, as enumerated in Section 4, for the preparation and conduct of the election described above.

**SECTION 4: SERVICES TO BE PERFORMED BY COUNTY**

The Coconino County Elections Department (CCED), or its designated agent, agrees to:

**1. PRINTING**

The statutory required amount of ballots will be designed, ordered and printed through CCED, so that the election can use the Diebold AccuVote Optical Scan Voting System.

**2. TRANSLATION**

**SPANISH:** Translation of ballot text shall be provided by CCED. The jurisdiction is responsible for ensuring the CCED Spanish translation of the ballot text also appears in the Information Report, Publicity Report and Sample Ballot.

**NATIVE AMERICAN:** If a portion of the jurisdiction is located on an Indian Reservation, all election related materials must be translated into the Native American language. A translator must be present at each polling place affected on Election Day. Because CCED has been pre-cleared by the U.S. Department of Justice under Section 5 of the Voting Rights Act, all translation and translator(s) shall be provided for the jurisdiction by CCED.

**3. BALLOTS**

A. CCED or its vendor will mail the Sample Ballots provided:

- B. CCED shall provide all candidates with ballot proofs. The candidates shall have five days to notify CCED of any corrections to the ballot.

#### **4. POLL WORKERS**

CCED will recruit, train, provide and pay poll workers to conduct the polls on Election Day.

#### **5. POLLING PLACES**

CCED will designate and arrange for the polling places. (This includes reserving each site and mailing an agreement to each polling location.)

#### **6. REGISTERS AND ROSTERS**

- A. CCED will provide precinct registers and signature rosters.
- B. CCED VOTER LISTS, REGISTERS AND FILES CONTAIN RESTRICTED DATA – RELEASE OR DISTRIBUTION OF ALL OR ANY PORTION OF SUCH INFORMATION IS RESTRICTED AND IN SOME CASES PROHIBITED BY LAW, SUBJECT TO CRIMINAL PROSECUTION.

#### **7. ELECTION DAY SUPPLIES**

CCED shall deliver and pick up polling place supplies.

#### **8. LOGIC AND ACCURACY TEST**

- A. CCED will conduct the Logic and Accuracy Test of vote tabulating equipment.
- B. CCED will publish notice of the Logic and Accuracy Tests.

#### **9. EARLY VOTING**

CCED will conduct early voting by mail and at locations designated by CCED.

### **SECTION 5: OBLIGATIONS OF JURISDICTION**

JURISDICTION, or its designated agent, agrees to:

1. Pay the following costs to CCED:

Elections consolidated with State or  
Federal Elections:

\$2.00 per registered voter, plus:

- \* Actual cost of information pamphlet preparation

- \* Actual cost of Native American Outreach
- \* Postage **ADVANCED** by entity to Vendor of CCED's choice

Or

\$50.00 Administrative fee for cancellation of election.

2. Publish and/or post all legal notices required by statute.
3. If a change in taxing district boundaries occurs, notify the Department of Revenue by November 1 pursuant to ARS §42-17257
4. **Submit its Pre-clearance request to the Department of Justice prior to the Election and notify CCED of DOJ's letter of no objection. (\*Please note that Pre-clearance is required for any Special Election.)**

#### **SECTION 6: MANNER OF FINANCING AND BUDGETING**

Each party represents that it has sufficient funds available in this current fiscal year budget to discharge the funding obligation imposed by this Contract.

#### **SECTION 7: TERMINATION**

This Contract shall terminate upon resolution of all matters connected with the elections, legal challenges excepted, or upon written notice by either party to the other within thirty (30) days prior to the election date(s). Should the election herein be challenged or questioned for any reason whatsoever, then, subject to the Jurisdiction's right of indemnification under Section 8 of this Contract, the Jurisdiction shall be solely responsible for the defense of said election, provided that the County shall cooperate in the defense of such challenge and shall provide its officers and employees as necessary to testify in any proceedings arising from the challenge.

#### **SECTION 8: INDEMNIFICATION OF COUNTY AND DISTRICT**

To the extent permitted by law, each party agrees to hold the other party harmless and to indemnify the other for any loss, liability or damage arising from any action, omission or negligence of each party's employees, officers or agents, regarding the performance of this Contract.

#### **SECTION 9: EFFECTIVE DATE AND TERM OF AGREEMENT**

This Contract shall become effective from and after the date of its execution and shall terminate as provided in Section 7.

**SECTION 10: CANCELLATION**

This agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511.

**SECTION 11: SEVERABILITY**

If any provision of this Contract or application thereof is held invalid, such invalidity shall not affect other provisions or applications of this Contract.

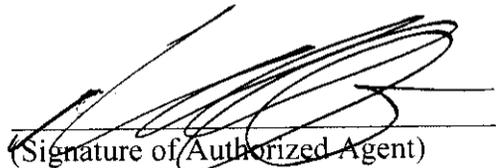
IN WITNESS WHEREOF, the governing bodies of each of the parties hereto have approved this agreement by resolution adopted on the dated given below.

JURISDICTION:

COCONINO COUNTY:

Date of adoption: Oct 9, 2012

Date of adoption: \_\_\_\_\_

  
\_\_\_\_\_  
(Signature of Authorized Agent)

  
\_\_\_\_\_  
Coconino County Recorder

Superintendent, Ash Fork Schools  
\_\_\_\_\_  
(Title of Authorized Agent)

\_\_\_\_\_  
Carl Taylor, Chairman  
Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Reviewed and approved by legal counsel and found to be within the authority of the governing body to adopt:

\_\_\_\_\_  
Attorney for Jurisdiction

\_\_\_\_\_  
Deputy County Attorney

**INTERGOVERNMENTAL AGREEMENT  
FOR THE CREATION AND PARTICIPATION IN THE  
ARIZONA CHILD ABDUCTION RESPONSE TEAM  
CENTRAL REGION**

**Among  
CITY OF FLAGSTAFF  
CITY OF WILLIAMS  
CITY OF PAGE**

**THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF  
NORTHERN ARIZONA UNIVERSITY  
COCONINO COUNTY  
TOWN OF FREDONIA  
CITY OF SEDONA  
ARIZONA DEPARTMENT OF PUBLIC SAFETY  
ARIZONA GAME AND FISH COMMISSION**

This agreement is entered into pursuant to A.R.S. §§11-951 *et seq.*, and A.R.S. §13-3872, is made on the \_\_\_\_ day of \_\_\_\_\_, 2012 by and among CITY OF FLAGSTAFF, an Arizona municipal corporation, CITY OF WILLIAMS, an Arizona municipal corporation, CITY OF PAGE, an Arizona municipal corporation, ARIZONA BOARD OF REGENTS, for and on behalf of NORTHERN ARIZONA UNIVERSITY, COCONINO COUNTY, a political subdivision of the State of Arizona, TOWN OF FREDONIA, an incorporated town in the State of Arizona, CITY OF SEDONA, an Arizona municipal corporation, DEPARTMENT OF PUBLIC SAFETY, an agency of the State of Arizona, ARIZONA GAME AND FISH COMMISSION, an agency of the State of Arizona, (hereinafter referred to “Parties” collectively and “Party” individually) for the purpose of implementing the Arizona Child Abduction Response Team, Coconino Regional Team (CART).

The aforementioned agencies shall herein after be known collectively as the Arizona Child Abduction Response Team, **Coconino Regional Team** (CART) and other public agencies, as that term is defined in A.R.S §11-951, which after invitation by the CART chiefs, comply with the provisions of A.R.S §§11-951 *et seq.* and files an authorizing document with the County Recorder in the County in which the agency is located in that references this Agreement. A public agency shall become a Party to this Agreement as of the date that agency files with the appropriate County Recorder, notwithstanding that A.R.S. §§11-951 *et seq.*, no longer requires such recording. Each CART agency shall provide a copy of its fully executed agreement to every other member agency. In addition to the above, all members to this Agreement may also be collectively known as or referred to as the Parties.

**I. PURPOSE**

The purpose of this Agreement is to create **a regional team of the** Arizona Child Abduction Response Team (CART.) The primary goal of this Agreement is to provide a pool of specialized investigators which are available to focus dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to cases involving abducted children. CART agencies may request and render law enforcement assistance from other CART agencies in dealing with serious violations of law including, but not limited to, the investigation, arrest and prosecution of those involved in criminal child kidnapping, abduction, false imprisonment and similar or related violations (utilizing state and federal law and prosecutions, as appropriate), the rescue of the abducted child or children and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate).

Additionally, the location of each Party's jurisdiction in relation to each other makes it advantageous to enter this particular Agreement in order to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity such as that described above.

## **II. AUTHORITY**

- A. The Parties are authorized and empowered to enter into this Agreement pursuant to A.R.S §§11-951 *et seq.*, A.R.S. §13-3872 and the respective provisions of their City Charters, Tribal Constitution or other governing statute or authority.
- B. If any Native American tribe that is a party to this Agreement request CART assistance, all assisting CART team members shall be granted tribal peace officer authority for the duration of the CART activation within the applicable tribal jurisdiction.
- C. Nothing in this agreement shall require any party to perform if doing so is in conflict.

## **III. ACTIVATION, PROCEDURES, AND RESOURCES**

- A. Any Party to the Agreement may request activation of CART. It shall be the responsibility of the Party requesting activation to contact assigned team leaders via the law enforcement communications center of each Party.
- B. The Party that has jurisdiction over the incident or investigation will remain as the lead agency during the duration of a particular CART activation with support from CART agencies.
- C. Two CART Team Leaders will be selected by the CART Team members subject to final approval of chief law enforcement officers (chiefs) of the CART agencies on a rotating basis for a term of at least one year, which shall correspond with the effective date of the Agreement. In the event that a Team Leader is unable to complete his or her term due to a resignation from his or her agency or for any other reason, the CART

members shall name a replacement, shall appoint a replacement subject to final approval of the chiefs.

D. The CART Team Leaders or designees will be responsible for coordinating on-going training, meetings, or other necessary supporting functions in support of the operational effectiveness of CART. Team Leaders shall be responsible for mediating any jurisdictional disputes between the Parties during a CART activation. In the event such mediation fails, the issue shall be brought to the attention of the CART Chiefs for appropriate resolution.

E. Each Party shall to the best of its ability make at least one sworn law enforcement officer available along with supporting equipment such as vehicles in support of any CART activation. Each Party shall designate a primary CART member to participate in activations, meetings, trainings, etc. Each Party shall immediately inform other CART agencies when such designations change. In the event a primary CART member is not available or as the situation dictates, a CART agency may provide officers not normally designated as CART members in support of a CART activation.

F. Each Party shall have the sole discretion to determine how many or how long any of its personnel or resources shall be assigned in support of a CART activation.

#### **IV. COSTS AND ANY REIMBURSEMENT**

The Parties will be responsible for any and all associated costs accrued in implementing this Agreement that are incurred by their respective agencies to include by are not limited to employee salary, shift differential pay, overtime compensation, benefits, vehicles, equipment, etc. If any Party receives grant funds designated for the Arizona Child Abduction Response Team, some or all of these expenses may be reimbursed to the Parties incurring such costs. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this Agreement.

#### **V. NONDISCRIMINATION**

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to Executive Order 75-5, as modified by Executive Order 2009-09, which mandates that all persons, regardless of race, religion, sex, age, national origin, or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act; provided however, an Indian Community is subject to 25 U.S.C. § 450e(c). No Party shall engage in any form of illegal discrimination.

## **VI. INDEMNIFICATION**

To the extent expressly authorized under Arizona law, each Party does hereby covenant and agree to indemnify, defend, and hold harmless the other Party, their elected officials, appointees, officers, employees, contractees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature relating to this Agreement which, are the result of any act or omission of the Party, its officers, employees, contractees, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement. Failure of a Party to comply with the terms of this Agreement shall not provide the basis of any third party action against any of the Parties.

## **VII. GOVERNING LAW**

The laws of the State of Arizona shall govern this Agreement. Venue will be in the Coconino County Superior Court. If the subject matter of the dispute involves an Indian Community, the non-state agency parties agree that venue shall be in the Federal District Court for the State of Arizona. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney fees, expert witness fees and other costs of litigation.

## **VIII. DURATION AND CANCELLATION OF AGREEMENT**

A. This Agreement shall become effective upon execution by the Parties hereto and filing with the appropriate County Recorder and shall remain in effect until July 1, 2020, unless otherwise terminated by the terms of this Agreement or operation of law. Failure by one or more Parties to execute the Agreement shall not invalidate the Agreement as to those Parties who did so. Any Party may withdraw from this Agreement without cause by giving thirty calendar days written notice to the other Parties to the Agreement.

B. This agreement may be administratively extended by each Party at the direction of the chief law enforcement officer for each Party on or before the Termination date for a period of an additional five years by notifying the other Parties in writing. Any Party which fails to extend by the termination date listed above shall no longer be a Party to the Agreement.

## **IX. CANCELLATION PROVISIONS PURSUANT TO A.R.S §38-511**

The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. §38-511, as amended.

## **X. MULTIPLE COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every Party nor a signature line shall be required in each counterpart, except that on a counterpart being brought forward by a Party to its legislative body, or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that Party's practice. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

## **XI. WORKERS COMPENSATION**

Pursuant to A.R.S. §23-1022 (D), for the purposes of worker's compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties; however, the parent agency shall be solely liable for payment of worker's compensation benefits.

## **XII. OTHER PROVISIONS**

A. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

B. This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.

C. This Agreement shall be recorded with the appropriate County Recorder as described above upon execution and a copy shall be forwarded to each Party.

D. Pursuant to A.R.S. §§35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§35-391 and 35-393, in either Sudan or Iran.

E. Nothing within this Agreement shall be construed to limit the ability of participating Arizona Child Abduction Response Team members to provide or as otherwise allowed for by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

## **XIII. COMPLIANCE WITH E-VERIFY PROGRAM**

A. To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

B. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

C. All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

D. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

E. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

F. The provisions of this Article must be included in any contract any Party enters into with all of its contractors or subcontractors who provide services under this Agreement.

**XIV. NOTICES**

Any notice required to be given under this Agreement will be provided to all Parties to this Agreement. The CART leaders shall compile a list of each Party's address, phone number and contact person and distribute said list to each member to this Agreement.

IN WITNESS WHEREOF, the parties hereto subscribe have executed this Agreement as of is day of \_\_\_\_, \_\_\_\_\_, 2012.

**CITY OF FLAGSTAFF:**

\_\_\_\_\_  
Jerry Nabours, Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to forma and found to be within the authority of the Flagstaff City Council:

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City Attorney

**CITY OF WILLIAMS:**

---

John Moore, Mayor

Attest:

---

City Clerk

Approved as to form and found to be within the authority of the Williams City Council:

---

City Attorney

**CITY OF PAGE:**

---

Bill Diak, Mayor

Attest:

---

City Clerk

Approved as to form and found to be within the authority of the Page City Council:

---

City Attorney

**ARIZONA BOARD OF REGENTS for and on behalf of**  
Northern Arizona University

---

Jennus Burton  
Vice President  
Finance and Administration

Attest:

---

Approved as to form as being within the powers and authority granted under the laws of  
the State of Arizona to the Arizona Board of Regents:

---

Legal Counsel

**COCONINO COUNTY**

---

Carl Taylor, Chairman  
Board of Supervisors

Attest:

---

Clerk of the Board

Approved as to form and found to be within the authority of the board of supervisors  
under Arizona law:

---

Deputy County Attorney

**TOWN OF FREDONIA MARSHAL'S OFFICE**

---

Mayor

Attest:

---

Town Clerk

Approved as to form and found to be within the authority of the Town of Fredonia Council:

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Town Attorney

**CITY OF SEDONA**

---

Rob Adams, Mayor

Attest:

---

City Clerk

Approved as to form and found to be within the authority of the Sedona City Council:

---

City Attorney

**ARIZONA DEPARTMENT OF PUBLIC SAFETY**

---

Robert Halliday, Director

Approved as to form and found to be within the authority of the State of Arizona:

---

Tom Horne, Attorney General

**ARIZONA GAME AND FISH DEPARTMENT**

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Larry D. Voyles, Director

**INTERGOVERNMENTAL AGREEMENT  
FOR THE CREATION AND PARTICIPATION IN THE  
ARIZONA CHILD ABDUCTION RESPONSE TEAM  
COCONINO REGION**

**Among  
CITY OF FLAGSTAFF  
CITY OF WILLIAMS  
CITY OF PAGE**

**THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF  
NORTHERN ARIZONA UNIVERSITY**

**COCONINO COUNTY  
TOWN OF FREDONIA  
CITY OF SEDONA**

**ARIZONA DEPARTMENT OF PUBLIC SAFETY  
ARIZONA GAME AND FISH COMMISSION**

This agreement is entered into pursuant to A.R.S. §§11-951 *et seq.*, and A.R.S. §13-3872, is made on the \_\_\_\_ day of \_\_\_\_\_, 2012 by and among CITY OF FLAGSTAFF, an Arizona municipal corporation, CITY OF WILLIAMS, an Arizona municipal corporation, CITY OF PAGE, an Arizona municipal corporation, ARIZONA BOARD OF REGENTS, for and on behalf of NORTHERN ARIZONA UNIVERSITY, COCONINO COUNTY, a political subdivision of the State of Arizona, TOWN OF FREDONIA, an incorporated town in the State of Arizona, CITY OF SEDONA, an Arizona municipal corporation, DEPARTMENT OF PUBLIC SAFETY, an agency of the State of Arizona, ARIZONA GAME AND FISH COMMISSION, an agency of the State of Arizona, (hereinafter referred to “Parties” collectively and “Party” individually) for the purpose of implementing the Arizona Child Abduction Response Team, Coconino Regional Team (CART).

The aforementioned agencies shall herein after be known collectively as the Arizona Child Abduction Response Team, **Coconino Regional Team** (CART) and other public agencies, as that term is defined in A.R.S §11-951, which after invitation by the CART chiefs, comply with the provisions of A.R.S §§11-951 *et seq.* and files an authorizing document with the County Recorder in the County in which the agency is located in that references this Agreement. A public agency shall become a Party to this Agreement as of the date that agency files with the appropriate County Recorder, notwithstanding that A.R.S. §§11-951 *et seq.*, no longer requires such recording. Each CART agency shall provide a copy of its fully executed agreement to every other member agency. In addition to the above, all members to this Agreement may also be collectively known as or referred to as the Parties.

**I. PURPOSE**

The purpose of this Agreement is to create a **regional team of the** Arizona Child Abduction Response Team (CART.) The primary goal of this Agreement is to provide a pool of specialized investigators which are available to focus dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to cases involving abducted children. CART agencies may request and render law enforcement assistance from other CART agencies in dealing with serious violations of law including, but not limited to, the investigation, arrest and prosecution of those involved in criminal child kidnapping, abduction, false imprisonment and similar or related violations (utilizing state and federal law and prosecutions, as appropriate), the rescue of the abducted child or children and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate).

Additionally, the location of each Party's jurisdiction in relation to each other makes it advantageous to enter this particular Agreement in order to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity such as that described above.

## **II. AUTHORITY**

- A. The Parties are authorized and empowered to enter into this Agreement pursuant to A.R.S §§11-951 *et seq.*, A.R.S. §13-3872 and the respective provisions of their City Charters, Tribal Constitution or other governing statute or authority.
- B. If any Native American tribe that is a party to this Agreement request CART assistance, all assisting CART team members shall be granted tribal peace officer authority for the duration of the CART activation within the applicable tribal jurisdiction.
- C. Nothing in this agreement shall require any party to perform if doing so is in conflict.

## **III. ACTIVATION, PROCEDURES, AND RESOURCES**

- A. Any Party to the Agreement may request activation of CART. It shall be the responsibility of the Party requesting activation to contact assigned team leaders via the law enforcement communications center of each Party.
- B. The Party that has jurisdiction over the incident or investigation will remain as the lead agency during the duration of a particular CART activation with support from CART agencies.
- C. Two CART Team Leaders will be selected by the CART Team members subject to final approval of chief law enforcement officers (chiefs) of the CART agencies on a rotating basis for a term of at least one year, which shall correspond with the effective date of the Agreement. In the event that a Team Leader is unable to complete his or her term due to a resignation from his or her agency or for any other reason, the CART

members shall name a replacement, shall appoint a replacement subject to final approval of the chiefs.

D. The CART Team Leaders or designees will be responsible for coordinating on-going training, meetings, or other necessary supporting functions in support of the operational effectiveness of CART. Team Leaders shall be responsible for mediating any jurisdictional disputes between the Parties during a CART activation. In the event such mediation fails, the issue shall be brought to the attention of the CART Chiefs for appropriate resolution.

E. Each Party shall to the best of its ability make at least one sworn law enforcement officer available along with supporting equipment such as vehicles in support of any CART activation. Each Party shall designate a primary CART member to participate in activations, meetings, trainings, etc. Each Party shall immediately inform other CART agencies when such designations change. In the event a primary CART member is not available or as the situation dictates, a CART agency may provide officers not normally designated as CART members in support of a CART activation.

F. Each Party shall have the sole discretion to determine how many or how long any of its personnel or resources shall be assigned in support of a CART activation.

#### **IV. COSTS AND ANY REIMBURSEMENT**

The Parties will be responsible for any and all associated costs accrued in implementing this Agreement that are incurred by their respective agencies to include by are not limited to employee salary, shift differential pay, overtime compensation, benefits, vehicles, equipment, etc. If any Party receives grant funds designated for the Arizona Child Abduction Response Team, some or all of these expenses may be reimbursed to the Parties incurring such costs. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this Agreement.

#### **V. NONDISCRIMINATION**

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to Executive Order 75-5, as modified by Executive Order 2009-09, which mandates that all persons, regardless of race, religion, sex, age, national origin, or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act; provided however, an Indian Community is subject to 25 U.S.C. § 450e(c). No Party shall engage in any form of illegal discrimination.

#### **VI. INDEMNIFICATION**

To the extent expressly authorized under Arizona law, each Party does hereby covenant and agree to indemnify, defend, and hold harmless the other Party, their

elected officials, appointees, officers, employees, contractees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature relating to this Agreement which, are the result of any act or omission of the Party, its officers, employees, contractees, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement. Failure of a Party to comply with the terms of this Agreement shall not provide the basis of any third party action against any of the Parties.

## **VII. GOVERNING LAW**

The laws of the State of Arizona shall govern this Agreement. Venue will be in the Coconino County Superior Court. If the subject matter of the dispute involves an Indian Community, the non-state agency parties agree that venue shall be in the Federal District Court for the State of Arizona. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney fees, expert witness fees and other costs of litigation.

## **VIII. DURATION AND CANCELLATION OF AGREEMENT**

A. This Agreement shall become effective upon execution by the Parties hereto and filing with the appropriate County Recorder and shall remain in effect until July 1, 2020, unless otherwise terminated by the terms of this Agreement or operation of law. Failure by one or more Parties to execute the Agreement shall not invalidate the Agreement as to those Parties who did so. Any Party may withdraw from this Agreement without cause by giving thirty calendar days written notice to the other Parties to the Agreement.

B. This agreement may be administratively extended by each Party at the direction of the chief law enforcement officer for each Party on or before the Termination date for a period of an additional five years by notifying the other Parties in writing. Any Party which fails to extend by the termination date listed above shall no longer be a Party to the Agreement.

## **IX. CANCELLATION PROVISIONS PURSUANT TO A.R.S §38-511**

The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. §38-511, as amended.

## **X. MULTIPLE COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every Party nor a signature line shall be required in each counterpart, except that on a counterpart being brought forward by a Party to its legislative body, or equivalent for approval, that particular counterpart shall have to be

signed and executed in accordance with that Party's practice. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

## **XI. WORKERS COMPENSATION**

Pursuant to A.R.S. §23-1022 (D), for the purposes of worker's compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties; however, the parent agency shall be solely liable for payment of worker's compensation benefits.

## **XII. OTHER PROVISIONS**

A. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

B. This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.

C. This Agreement shall be recorded with the appropriate County Recorder as described above upon execution and a copy shall be forwarded to each Party.

D. Pursuant to A.R.S. §§35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§35-391 and 35-393, in either Sudan or Iran.

E. Nothing within this Agreement shall be construed to limit the ability of participating Arizona Child Abduction Response Team members to provide or as otherwise allowed for by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

## **XIII. COMPLIANCE WITH E-VERIFY PROGRAM**

A. To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

B. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

C. All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

D. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

E. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

F. The provisions of this Article must be included in any contract any Party enters into with all of its contractors or subcontractors who provide services under this Agreement.

#### **XIV. NOTICES**

Any notice required to be given under this Agreement will be provided to all Parties to this Agreement. The CART leaders shall compile a list of each Party's address, phone number and contact person and distribute said list to each member to this Agreement.

IN WITNESS WHEREOF, the parties hereto subscribe have executed this Agreement as of is day of \_\_\_\_, \_\_\_\_\_, 2012.

#### **CITY OF FLAGSTAFF:**

\_\_\_\_\_  
Jerry Nabours, Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to forma and found to be within the authority of the Flagstaff City Council:

\_\_\_\_\_  
City Attorney

**CITY OF WILLIAMS:**

\_\_\_\_\_  
John Moore, Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form and found to be within the authority of the Williams City Council:

\_\_\_\_\_  
City Attorney

**CITY OF PAGE:**

\_\_\_\_\_  
Bill Diak, Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form and found to be within the authority of the Page City Council:

\_\_\_\_\_  
City Attorney

**ARIZONA BOARD OF REGENTS for and on behalf of**  
Northern Arizona University

\_\_\_\_\_  
Jennus Burton

Vice President  
Finance and Administration

Attest:

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Approved as to form as being within the powers and authority granted under the laws of the State of Arizona to the Arizona Board of Regents:

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Legal Counsel

## **COCONINO COUNTY**

---

Carl Taylor, Chairman  
Board of Supervisors

Attest:

---

Clerk of the Board

Approved as to form and found to be within the authority of the board of supervisors under Arizona law:

---

Deputy County Attorney

## **TOWN OF FREDONIA MARSHAL'S OFFICE**

---

Mayor

Attest:

---

Town Clerk

Approved as to form and found to be within the authority of the Town of Fredonia Council:

---

Town Attorney

**CITY OF SEDONA**

\_\_\_\_\_  
Rob Adams, Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form and found to be within the authority of the Sedona City Council:

\_\_\_\_\_  
City Attorney

**ARIZONA DEPARTMENT OF PUBLIC SAFETY**

\_\_\_\_\_  
Robert Halliday, Director

Approved as to form and found to be within the authority of the State of Arizona:

\_\_\_\_\_  
Tom Horne, Attorney General

**ARIZONA GAME AND FISH DEPARTMENT**

\_\_\_\_\_  
Larry D. Voyles, Director



**DATE:** November 6, 2012

**TO:** Honorable Chairman and Members of the Board

**FROM:** William B. Pribil, Sheriff

**SUBJECT:** Approve the Intergovernmental Agreement (IGA) with City of Flagstaff, City of Williams, City of Page, Northern Arizona University, Coconino County, Town of Fredonia, City of Sedona, Arizona Department of Public Safety, and Arizona Game and Fish Commission for the creation and participation in the Arizona Child Abduction Response Team (CART), Coconino Region.

**RECOMMENDATION:**

Staff recommends that the Board of Supervisors approve the multi-agency IGA to create and participate in the Coconino Region Arizona Child Abduction Response Team (CART).

**BACKGROUND:**

The Child Abduction Response Team (CART) program is a multi-disciplinary approach to responding to a missing or abducted child incident. Team composition is critical to a CART's implementation and long-term success. Commitment from the Chief Executive Officer(s) CEO(s) is required before a team will be reviewed and accepted for placement in CART training.

Each jurisdiction is different in its approach to responding to missing and abducted children; some jurisdictions have more resources than others. Forming a coalition as part of a Department of Justice (DOJ) component of the Amber Alert Program will provide valuable resources. The CART program is an organized, rapid, and planned response to an abducted child or other missing child incident. When time is a critical element of success, and success means the safe rescue of a child, the CART could make a difference in the outcome of the investigation.

CART is a new approach to conducting child abduction investigations that can save precious time in the first few hours following the incident. Because team organization and planning activities have occurred prior to an incident, CART can bring a tool box full of resources ready to deploy to any location. This includes pre-identified assets, prearranged multi-agency commitments, pre-established criteria and protocols and pre-trained resources.

By creating a team for the Coconino Region, guidelines are established for the agencies to work together to come to a successful end. Our working team consists of representatives from Coconino County Sheriff's Office, Flagstaff Police Department, Williams Police Department, Northern Arizona University Police Department, Sedona Police Department, Fredonia Marshall's, Page Police Department, Arizona Department of Public Safety, Arizona Game and Fish Department, Adult Probation, Victim Witness and Coconino County Search and Rescue. This partnership is critical to the successful recovery of a missing or abducted child.

This agreement is the first step of the program. All agencies will attend training in the areas of Basic Forensic Response, Canvassing and Search Strategies, Investigative Strategies, CART team training, Specialized Investigative Techniques, and Leadership. Training is currently being conducted.

With a CART response, properly trained and exercised team members bring not only their expertise, but organization and coordination skills, as well as team continuity to the situation. CART members provide ready access to any needed equipment such as mobile command posts, all-terrain vehicles, search dogs, communications equipment, computers, or any other specialty equipment that may be needed to safely rescue a child. Because of the pre-established planning, teams are accessible and able to immediately assemble as many or as few assets as required by the specific situation. Those agencies with limited resources will benefit significantly from the program.

In the case of any missing or abducted child, time is a critical factor to a successful resolution. The ability to bring together a "working team," specifically trained under one program so protocols remain consistent across agencies, is expected to provide the best opportunity for the safe return of the child.

Currently, there are eighteen teams in the nation that have been certified by the Department of Justice in the CART program. In order to be certified, the teams must attend training and complete an actual child abduction exercise to test the proficiency and capabilities of the CART programs. Teams are intensely evaluated in response, policy compliance, operational capacity and overall performance. Teams successfully completing the training, policy compliance standards and other certification requirements are certified for performance.

One team in Arizona has obtained their certification and the team members are Apache Junction Police Department, Chandler Police Department, Federal Bureau of Investigation, Gilbert Police Department, Glendale Police Department, Town of Maricopa Police Department, Maricopa

County Attorney's Office, Mesa Police Department, Paradise Valley Police Department, Phoenix Police Department, Pinal County Sheriff's Office, Scottsdale Police Department, Tempe Police Department, and United States Department of Justice.

The Yavapai County Sheriff's Office has created an implemented a CART program and will train throughout this year and certification by the Department of Justice is expected early next year. Having a team in Yavapai and in Maricopa bolsters our resources and abilities, especially during a sustained event.

**ALTERNATIVES:**

The alternative is to not enter into the agreement and continue the current process.

**FISCAL IMPACT:**

There is no fiscal impact with this agreement. Each agency funds their activities. If grant funds are obtained for this program, some or all of these expenses may be reimbursed to the Parties incurring such costs.

**REVIEWED ELECTRONICALLY**

**ATTACHMENTS:**

1. Nine (9) original Child Abduction Response Team IGA's.



Meeting Date: December 4<sup>th</sup>, 2012

**DATE:** Revised November 27, 2012

**TO:** Honorable Chairman and Members of the Board of Directors, Flood Control District

**FROM:** Andrew L. Bertelsen, Public Works Director

**SUBJECT:** **Approval of On-Call Agreement with Aztech Design Inc. and the Coconino County Flood Control District for professional engineering services, not to exceed \$250,000 per project**

**RECOMMENDATION:**

The Public Works Department requests that the Coconino County Flood Control District Board of Directors considers the approval of an On-Call Agreement with Aztech Design Inc. for professional engineering services, not to exceed \$250,000 per project.

**BACKGROUND:**

On November 15, 2011, the Board approved the On-Call Civil Engineering Agreement with Aztech Design Inc. as one of twelve firms selected to provide services as needed. Since that time, grant funding has been secured from state and federal sources. This requires a separate agreement that includes language specific to the Coconino County Flood Control District as well as additional grant-mandated language.

Watershed restoration and flood mitigation measures have been identified to relieve hazards and damages created by the Schultz Fire and subsequent flooding from the impaired watershed. Aztech Design Inc. is well equipped to assist in implementing the measures. This Agreement would also apply to non-Schultz Flood, Flood Control District projects.

The change to add the Flood Control District to the On-Call Engineering Contracts reflects the fact that the Flood Control District will be securing funding from various federal agencies for Schultz Flood control mitigation projects. Currently the County has been awarded funding through the Natural Resources Conservation Service's (NRCS) Emergency Watershed Protection (EWP) program and will be entering into agreements with the NRCS to conduct flood mitigation in the Schultz Flood area. It is anticipated that The WLB Group Inc. will be performing a significant amount of the engineering related to this program under the attached On Call Engineering Contract with the

Flood Control District.

**ALTERNATIVES:**

The following alternatives are available to the Board of Directors:

- Accept and sign the Agreement.
- Decline to sign the Agreement. If this funding is not utilized for Schultz Flood mitigation, then alternate funding will have to be secured, which will cause delays to the overall plan for mitigation in the area.

**FISCAL IMPACT:**

Costs will be paid from Flood Control District funds.

**REVIEWED BY ELECTRONIC ROUTING**

**ATTACHMENTS:**

1. Independent Contractor Agreement with Aztech Design Inc. for Coconino County Flood Control District projects.
2. Insurance Certificates.

INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement")  
made this \_\_\_\_\_ day of \_\_\_\_\_, 2012,

BETWEEN

AZTECH DESIGN, INC., an Arizona corporation, with a mailing address of P.O. Box 494, Flagstaff, Arizona 86002, (hereinafter the "Independent Contractor"),

AND

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

WHEREAS:

- A. The District has a need to obtain the services of an Independent Contractor to provide professional engineering services for Schultz Flood Area projects; and
- B. The District has reviewed Statements of Qualifications (SOQs) in order to select the appropriate Independent Contractors to provide the services; and
- C. The Independent Contractor has submitted a successful proposal; and
- D. The District desires to contract with the Independent Contractors to provide the services; and
- E. The Independent Contractor is ready, willing and able to provide the services on the terms and conditions set out herein.

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

1. Scope of Work

- A. The Independent Contractor shall provide professional engineering services to the District during the term of the Agreement, when and as requested by the District for specific projects. The District reserves the right to have multiple Independent Contractors under contract to select from to provide such services.
- B. At the District's request for services on a specific project, the Independent Contractor shall prepare a proposal which shall include a Scope of Work, compensation, a written estimate of hours of work to be performed, a list of employees who will be working on said project and a time schedule.

- C. Following negotiation and acceptance by the District of the terms of the proposal, the District will issue a written Notice to Proceed to the Independent Contractor.

2. Compensation

The compensation to be paid by the District for the work performed by the Independent Contractor under Section I above, shall be based upon the On-Call Engineering Service fee schedule in Attachment "A". The payment due date shall be net thirty (30) days. Payment for all work performed hereunder shall not exceed a total of two-hundred fifty thousand dollars (\$250,000.00) per project. Every invoice for payment submitted to the District by the Independent Contractor shall be supported by a Purchase Order or written Notice to Proceed first made by the District to the Independent Contractor; no compensation shall be due the Independent Contractor unless supported by such written work request from the District.

3. Term of Agreement

The effective term of this Agreement is from August 1, 2012 through July 31, 2013.

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

4. Termination of Agreement

Either party may terminate this Agreement by giving thirty (30) days notice of termination to the other party.

5. Insurance

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

- A. In no event will the total coverage be less than the minimum insurance coverage specified below:
  - i. Commercial General Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate.

- ii. Automobile Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence.
  - iii. Professional Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence/One million dollars (\$1,000,000) aggregate.
  - iv. A Certificate of Insurance for workers' compensation coverage. The insurer must agree to waive all rights of subrogation against the District, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the District.
- B. The Independent Contractor will name the District and Coconino County, its officers, agents, employees and volunteers as additional insureds, except for workers compensation and professional liability insurance and will specify that the insurance afforded by the Independent Contractor is primary insurance and that any insurance coverage carried or self-insurance by the District, any department or any employee will be excess coverage and not contributory insurance to that provided by the Independent Contractor. Said policy must contain a severability of interest provision. District reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Independent Contractor.
- C. If a policy expires during the life of this Agreement, a renewal certificate must be sent to the District fifteen (15) days prior to the expiration date.
- D. Upon the execution of this Agreement by the Independent Contractor and before execution of this Agreement by the District, the Independent Contractor will furnish the District with copies of the Certificates of Insurance drawn in conformity with the above insurance requirements. The Certificate of Insurance provided by the professional liability insurance carrier will indicate that the carrier has been notified of the project undertaken by the Independent Contractor as specified in the scope of work and that the work undertaken by the Independent Contractor for the project is covered by the professional liability policy. The District reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements. Failure on the part of the Independent Contractor to procure and maintain the required liability insurance and provide proof thereof to the District within ten (10) days following the commencement of a new policy, will constitute a material breach of the Agreement upon which the District may immediately terminate the Agreement.

- E. The Independent Contractor will comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement.

6. Indemnification and Release

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

Upon completion and acceptance of all work by the District, Independent Contractor will provide a written release to the District of all claims against the District arising by virtue of this Agreement.

7. Independent Contractor's Status

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

- A. The Independent Contractor will be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, the Independent Contractor is responsible for the payment of all applicable income and employment taxes and for providing all workers' compensation insurance required by law.
- B. The Independent Contractor has no authority to enter into contracts or agreements on behalf of the District. This Agreement does not create a partnership between the parties.

8. Amendment and Entirety of Contract

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

9. Records

The Independent Contractor will:

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

10. Approval by the District

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

11. Waiver

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

12. Non-assignment

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

13. Cancellation of Agreement

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

14. Non-discrimination

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

15. Notice

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

16. Choice of Law

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

17. Severability

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

18. Independent Contractor's Warranty of Compliance with Immigration and Anti-terrorism Law

- A. In accordance with the requirements of A.R.S. §41-4401, the Independent Contractor and each subcontractor warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214A.
- B. A breach of warranty under paragraph (A) (above) shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.
- C. The District retains the legal right to inspect the papers of any Independent Contractor or subcontractor employee who works on the Agreement to ensure that the Independent Contractor or subcontractor(s) is complying with the warranty provided under paragraph (A) (above).
- D. In accordance with A.R.S. §35-393.06, the Independent Contractor hereby certifies that the Independent Contractor does not have scrutinized business operations in Iran.

- E. Per A.R.S. §35-391.06, the Independent Contractor hereby warrants that they are in compliance with the Export Administration Act and not on the Excluded Parties List maintained by the central procurement officer for the State of Arizona..
- F. Per A.R.S. §41-4401, the Independent Contractor hereby warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214 which requires verification of each employee's legal employability, after they are employed, using the basic pilot program (also known as E-verify).

19. Non-Appropriation of Funds

This Agreement is contingent upon receipt of funding from state or federal agencies. In the event funds are not appropriated for this Agreement by any agency or the District for any fiscal year following the current fiscal year of the District, the Agreement shall terminate automatically as of the last day for which funds were appropriated. Termination for non-appropriation of funds shall not be considered a default by the District. Upon such termination, the District shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

20. Lobbying

The Independent Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Independent Contractor to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, and officer or employer of Congress, or 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

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 the Agreement between the Coconino County Flood Control District and the United States Department of Agriculture Natural Resources Conservation Service for Emergency Watershed Protection the Independent Contractor shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

21. Clean Air and Water Certification

The Independent Contractor certifies as follows:

- A. Any facility to be utilized in the performance of this proposed agreement is not listed on the Environmental Protection Agency List of Violating Facilities.
- B. To promptly notify the State or Regional Conservationist prior to the signing of this Agreement, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of this Agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- C. To include substantially this certification, including this subparagraph (c) in every nonexempt sub-agreement.

22. Clear Air and Water Clause

The Independent Contractor agrees as follows:

- A. To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et. sq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this Agreement.
- B. That no portion of the work required by this Agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this Agreement was signed unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt sub-agreement, including this subparagraph A. (4).
- E. The terms used in this clause have the following meanings:
  - (1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1957 et seq., as amended by Public Law 91-604).
  - (2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-55).

- (3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), and approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857C-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- (4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).
- (5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.
- (6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned leased, or supervised by the Independent Contractor, to be utilized in the performance of an agreement or sub-agreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are located in one geographical area.

### 23. Equal Opportunity

If the Independent Contractor performs construction work, including supervision, inspection and other onsite functions incidental to construction, then during the performance of this Agreement it agrees as follows:

- A. The Independent Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Independent Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading,

demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Independent Contractor agrees to post in conspicuous places, available to employees and applicant for employment, notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.

- B. The Independent Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Independent Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The Independent Contractor will send to each labor union or representative of workers, with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Independent Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicant for employment.
- D. The Independent Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Independent Contractor will provide all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Independent Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, and the Independent Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or a provided by law.
- G. The Independent Contractor shall include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Independent Contractor will take such action with respect to any subcontract or

purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

24. Notice to Prospective Federally Assisted Construction Contractors

If the Independent Contractor performs construction work, including supervision, inspection and other onsite functions incidental to construction, then during the performance of this Agreement it agrees as follows:

- A. Certification of Non-segregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000.
- B. Independent Contractors receiving federally assisted construction contract awards exceeding \$10,000 will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF  
REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED  
FACILITIES**

- (a) A Certification of Non-segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) Independent Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The federally assisted construction contractor certifies

that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are located. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Aztech Design Inc  
Independent Contractor

Paul C. Mills  
Signature

President                      11.06.12  
Title                                      Date

25. Standard Federal Equal Employment Opportunity Construction Contract Specifications

The Independent Contractor agrees as follows:

A. As used in these specifications:

1. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
2. "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;

3. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
4. "Minority" includes:
  - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (d) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- B. Whenever the Independent Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.
- C. If the Independent Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through as association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. The Independent Contractor must be able to demonstrate its participation in and compliance with the provisions of any such Hometown Plan. The Independent Contractor or its Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by the Independent Contractor or its Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- D. The Independent Contractor shall implement the specific affirmative action standards provided in Paragraphs 7-a. through 7.p. of these specifications.

The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization that the Independent Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in *the Federal Register* in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. the Independent Contractor is expected to make substantially uniform progress toward meeting its goals in each craft during the period specified.

- E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Independent Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Independent Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- F. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Independent Contractor during the training period, and the Independent Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- G. the Independent Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Independent Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Independent Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - 1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Independent Contractor's employees are assigned to work. The Independent Contractor, where possible, will assign two or more women to each construction project. The Independent Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Independent Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - 2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment

sources and to community organizations when the Independent Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Independent Contractor by the union or, if referred, not employed by the Independent Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Independent Contractor may have taken.

4. Provide immediate written notification to the Director when the union or unions with which the Independent Contractor has a collective bargaining agreement has not referred to the Independent Contractor a minority person or woman sent by the Independent Contractor, or when Natural Channel Design has other information that the union referral process had impeded the Independent Contractor's efforts to meet its obligations.

5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Independent Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Independent Contractor shall provide notice of these programs to the sources compiled under Paragraph G (2) above.

6. Disseminate the Independent Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Independent Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

8. Disseminate the Independent Contractor's EEO policy externally by including it in any advertising in the news media, specifically including

minority and female news media, and providing written notification to and discussing the Independent Contractor's EEO policy with other Contractors and Subcontractors with whom the Independent Contractor does or anticipate doing business.

9. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female students and to minority and female recruitment and training organizations serving the Independent Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other training by any recruitment sources, the Independent Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the Independent Contractor's workforce.

11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

13. Ensure that seniority practices, job classification, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Independent Contractor's obligations under these specifications are being carried out.

14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Independent Contractor's EEO policies and affirmative action obligations.

H. The Independent Contractor is encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (Paragraphs 7.a. through 7.p.). The efforts of a contractor

association, joint contractor-union, contractor-community, or other similar group of which the Independent Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraphs 7.a. through 7.p. of these Specifications provided that the Independent Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Independent Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Independent Contractor. The obligation to comply, however, is the Independent Contractors and failure of such a group to fulfill an obligation shall not be a defense for the Independent Contractor's noncompliance.

- I. A single goal for minorities and a separate single goal for women have been established. The Independent Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Independent Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Independent Contractor has achieved its goals for women generally, the Independent Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- J. The Independent Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- K. The Independent Contractor shall not enter into any Subcontract with any person or firm debarred from Government contacts pursuant to Executive Order 11246.
- L. The Independent Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Independent Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- M. The Independent Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be

required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form, however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

- N. The Independent Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Independent Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 604.8.
- O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

26. Compliance with NRCS Contract

The Independent Contractor understands and agrees that as a condition of receiving funds from any federal or state agency for the work which is the subject of this Agreement, the Independent Contractor, as a subcontractor receiving such funds, is subject to and will comply with, the same terms and conditions as the District under the agency's agreements with the District.

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

AZTECH DESIGN, INC.

COCONINO COUNTY  
FLOOD CONTROL DISTRICT  
BOARD OF DIRECTORS

  
Britt DeMuth  
President

\_\_\_\_\_  
Carl Taylor  
Chairman

ACKNOWLEDGED before me  
by Britt DeMuth as President  
of and for Aztech Design, Inc.  
on this 10th day of NOV, 2012

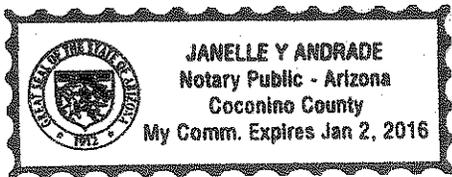
ATTEST:

\_\_\_\_\_  
Wendy Escoffier  
Clerk of the District

APPROVED AS TO FORM:

  
Notary Public

\_\_\_\_\_  
Deputy District Attorney



 **aztech design, inc.**  
CIVIL ENGINEERING DESIGN, LAND SURVEYING

Michael R. Savoy  
Coconino County  
5600 E. Commerce Avenue  
Flagstaff, Arizona 86004-2935

Britt DeMuth PE, RLS

August 01, 2011

Ref: RFQ 2011-33  
ON-CALL CIVIL ENGINEERING SERVICES

Sir,

Thank you for your letter of July 12, 2011. I am very appreciative of it.

In accordance with the notification I submit this Fee Schedule for proposed services. The insurance certificates should be forthcoming. Please advise if there is any further information you need from me.

FEE SCHEDULE

- |                                       |                |
|---------------------------------------|----------------|
| 1. Administration, Firm Principal     | \$110 per hour |
| 2. Professional Registrant, PE or RLS | \$100 per hour |
| 3. Design/ Drafting                   | \$90 per hour  |
| 4. Clerical                           | \$40 per hour  |

Sincerely,



Britt DeMuth, President  
c:\Mary\Proposals\cocooncall



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: C1

DATE (MM/DD/YYYY)

09/19/12

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).

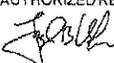
<b>PRODUCER</b> Hill & Usher LLC Insurance, Bonds, Benefits. 3033 North 44th Street, #300 Phoenix, AZ 85018 Taylor B. Usher, CIC		602-956-4220 602-956-4418	<b>CONTACT NAME:</b> Cory Bardet <b>PHONE (A/C, No, Ext):</b> 602-956-4220 <b>FAX (A/C, No):</b> 602-956-4418 <b>E-MAIL ADDRESS:</b> coryb@hillusher.com <b>PRODUCER CUSTOMER ID #:</b> AZTEC-8
<b>INSURED</b> AZ-Tech Design Inc PO Box 494 Flagstaff, AZ 86002-0494		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Ins Co of the MW <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 37478	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	X	59WECEN6957	08/17/12	08/17/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: RFQ 2011-300 - ON-CALL CIVIL ENGINEERING SERVICES. WAIVER OF SUBROGATION FORM WC 000313 ATTACHED.

<b>CERTIFICATE HOLDER</b>  COCONINO COUNTY PUBLIC WORKS COCONINO COUNTY FLOOD CONTROL DISTRICT 5600 E COMMERCE AVE FLAGSTAFF, AZ 86004	<b>COCONPU</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

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## WORKERS COMPENSATION

### Waiver of Our Right To Recover from Others Endorsement

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

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

#### Schedule

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BLANKET WHEN REQUIRED BY WRITTEN CONTRACT

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Policy Number: 59WECEN6957  
Effective Date: 08/17/12  
Named Insured: AZ-Tech Design Inc

Process Date: September 18, 2012

WC 00 03 13 (04-84)



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: JC

DATE (MM/DD/YYYY)

09/20/12

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.

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PRODUCER <b>Stuckey Ins &amp; Assoc Agencies</b> 5343 N. 16th Street, Suite 110 Phoenix, AZ 85016 House Account		602-264-5533 602-279-9336	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>AZTEC-2</b>	FAX (A/C, No):
INSURED <b>Aztech Design, Inc</b> <b>P O Box 494</b> <b>Flagstaff, AZ 86002-0494</b>		INSURER(S) AFFORDING COVERAGE <b>INSURER A : XL Specialty Ins Co</b>		NAIC # <b>37885</b>
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Ins			DPS9700984	08/15/12	08/15/13	Per Claim 1,000,000 Aggregate 1,000,000

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

Professional Insurance - Claims Made - Retro Date 08/15/11  
 Re: Coconino County On-call Engineering Services with Coconino County and Coconino County Flood Control District

**CERTIFICATE HOLDER****CANCELLATION**

<b>COCON-3</b>  <b>Coconino County</b> <b>Public Works Dept</b> <b>5600 E Commerce Avenue</b> <b>Flagstaff, AZ 86004-2935</b>	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 <i>Larry Stuckey</i>
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ACORD 25 (2009/09)

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# Commercial Certificate of Insurance



Agency  
 Name • Brian Cox  
 & • 200 S Leroux St Ste 1  
 Address • Flagstaff, AZ 86001-5646  
 • 928-774-5433

Issue Date (MM/DD/YY) 09/19/2012

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

St. 88 Dist. 02 Agent 335

### Companies Providing Coverage:

Insured  
 Name • AZTECH DESIGN INC  
 & • 219 W MOGOLLON  
 Address • FLAGSTAFF, AZ 86001

- Company A Truck Insurance Exchange
- Company B Farmers Insurance Exchange
- Company C Mid-Century Insurance Company
- Company D

### Coverages

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

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits
B	General Liability <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.	605030932	08/07/2012	08/07/2013	General Aggregate \$ 2,000,000 Products-Comp/OPS Aggregate \$ 1,000,000 Personal & Advertising Injury Each Occurrence \$ 1,000,000 Fire Damage (Any one fire) \$ 75,000 Medical Expense (Any one person) \$ 5,000
B	Automobile Liability All Owned Commercial Autos <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos Garage Liability  Umbrella Liability  Workers' Compensation and Employers' Liability	605030932	08/07/2012	08/07/2013	Combined Single Limit \$ 1,000,000 Bodily Injury (Per person) \$ Bodily Injury (Per accident) \$ Property Damage \$ Garage Aggregate \$ Limit \$ Statutory Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$

### Description of Operations/Vehicles/Restrictions/Special items:

Coconino County and Coconino County Flood Control District, its agents, officials, employees and volunteers are additional insureds.

### Certificate Holder

Name • Coconino County and Coconino County  
 & • Flood Control District  
 Address • 5600 E Commerce Ave  
 • Flagstaff, AZ 86004

### Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

*[Signature]*  
 Authorized Representative



Meeting Date: December 4<sup>th</sup>, 2012

**DATE:** November 5, 2012

**TO:** Honorable Chairman and Kachina Village Improvement District Board of Directors

**FROM:** Mike Lopker, Public Works Deputy Director

**SUBJECT:** **Removal of trees from Kachina Village Improvement District (KVID) properties in conflict with APS power lines.**

**RECOMMENDATION:**

Staff recommends that the Board of Directors approve the removal of trees identified in the attachment to eliminate potential AC power line interference.

**BACKGROUND:**

APS routinely identifies trees that are juxtaposed with overhead power lines and determines if trimming or removal will eliminate potential problems. APS has identified seven (7) trees on two locations of KVID property and wish to remove these trees.

**ALTERNATIVES:**

The following alternatives are available to the Board of Directors:

- Approve this submittal.
- Take no action and risk power line failure and potential fire dangers.

**FISCAL IMPACT:**

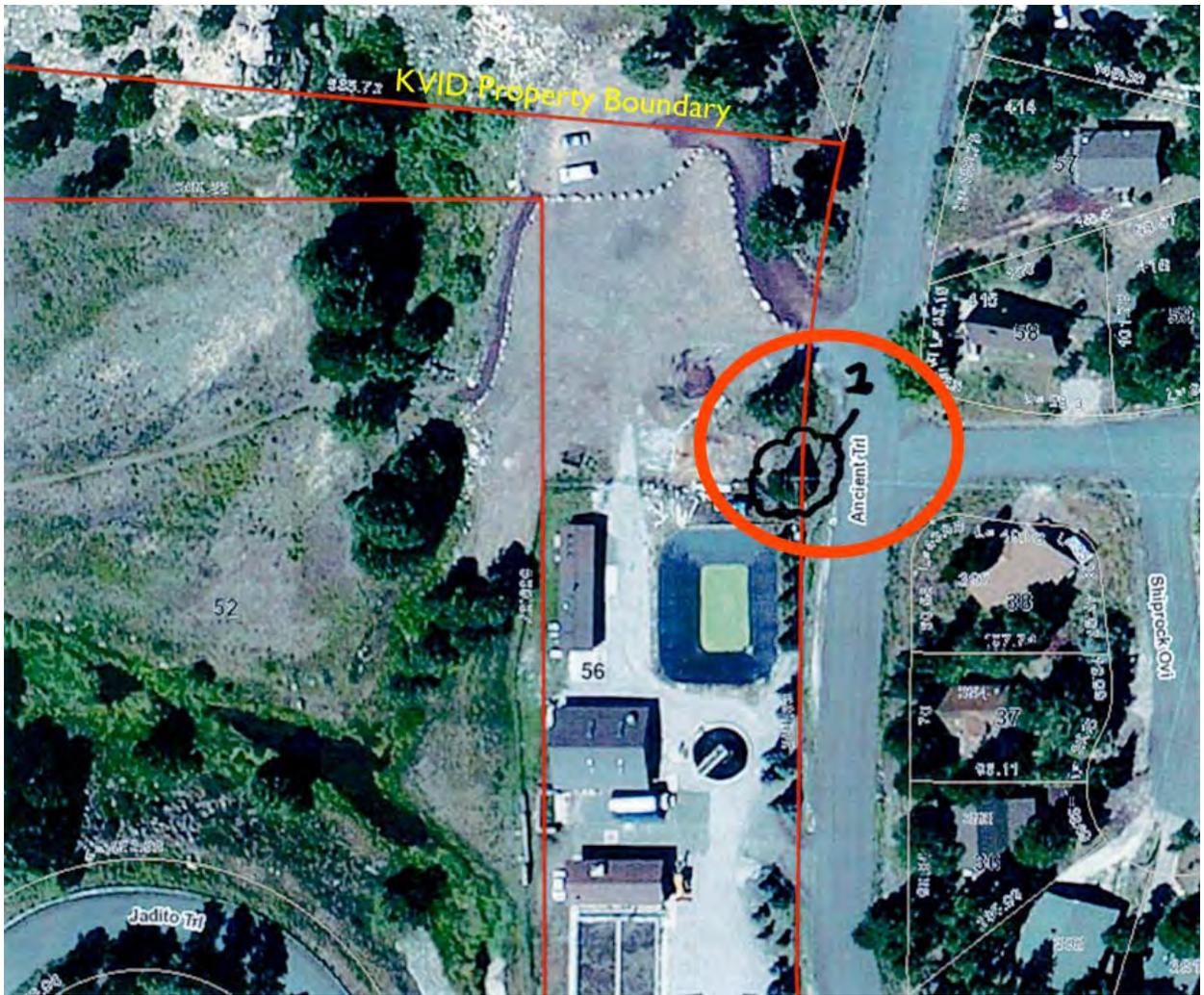
None

**REVIEWED BY ELECTRONIC ROUTING**

**ATTACHMENTS:**

1. Attachment A: Area 1. Two trees near 3246 Ancient Trail.
2. Attachment B: Area 2. Five trees near 2202 Kiva Place.
3. Attachment C: Hano Trail/Kiva Place location within Kachina Village.

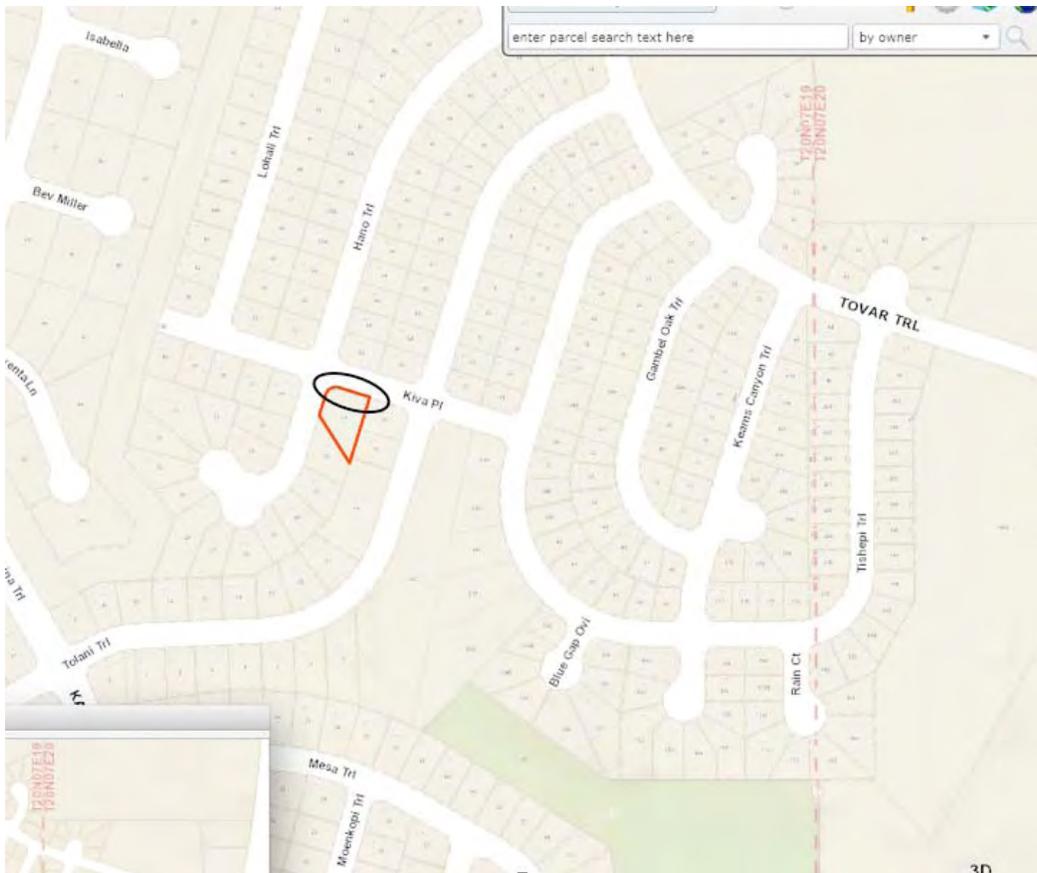
Attachment A - Area 1: Two trees in the red circle below



Attachment B - Area 2: Five Tree Removal



Attachment C - Hano Trail / Kiva Place location within Kachina Village





Meeting Date: December 4, 2012

**DATE:** November 9, 2012

**TO:** Honorable Chair and Members of the Board of Directors

**FROM:** Kimbal Babcock, Interim Chief Health Officer

**SUBJECT:** Approval for Contract No. ADHS13-031238 between the Arizona Department of Health Services and Coconino County for \$18,004 for the period of January 1, 2013 to December 31, 2013 to provide HIV Prevention Counseling and Testing services.

**RECOMMENDATION:**

Staff recommends that the Board of Directors approve Contract No. ADHS13-031238 between the Arizona Department of Health Services and Coconino County for \$18,004 for the period of January 1, 2013 to December 31, 2013 to provide HIV Prevention Counseling and Testing services.

**BACKGROUND:**

The Arizona Department of Health Services Bureau of HIV/AIDS, contracts with Coconino County Public Health Services District (CCPHSD) to implement comprehensive HIV prevention counseling, testing, and referral services to citizens of Coconino County. This contract also requires HIV surveillance activities, which include reporting of HIV persons to ADHS, partner/spousal notification, counseling and referral to social support and/or medical services if necessary. The above activities will assist the department in achieving its mission of preventing disease, injury and disability, and working to ensure access to health care services for citizens of Coconino County.

**ALTERNATIVES:**

There are currently few public health initiated alternatives to providing HIV treatment services to members of the community. This contract provides an essential and necessary service and recognizes CCPHSD's expertise in training and building the capacity for others to provide these services. If the Board is unable to sign this contract testing and follow-up would still occur, however, there would be a fee for testing services.

**FISCAL IMPACT:**

Approving this contract amendment will allow continuation of above stated services. This cost-reimbursement contract has been included in the FY13 budget and will fund an HIV Case Manager at .25FTE. The budget cost center is 1309 31 3070 000 20 56 2. The contract amount is \$18,004.

**REVIEWED BY ELECTRONIC ROUTING**

**ATTACHMENTS:**

Contract  
FY13 Budget



Contract Number	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
<b>ADHS13-031238</b>	

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
  - 1.1 “Attachment” means any document attached to the Contract and incorporated into the Contract.
  - 1.2 “ADHS” means Arizona Department of Health Services.
  - 1.3 “Budget Term” means the period of time for which the contract budget has been created and during which funds should be expended.
  - 1.4 “Change Order” means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
  - 1.5 “Contract” means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
  - 1.6 “Contract Amendment” means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
  - 1.7 “Contractor” means any person who has a Contract with the Arizona Department of Health Services.
  - 1.8 “Cost Reimbursement” means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
  - 1.9 “Days” means calendar days unless otherwise specified.
  - 1.10 “Fixed Price” establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
  - 1.11 “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - 1.12 “Materials” unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
  - 1.13 “Procurement Officer” means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
  - 1.14 “Purchase Order” means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
  - 1.15 “Services” means the furnishing of labor, time or effort by a Contractor or Subcontractor.
  - 1.16 “Subcontract” means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
  - 1.17 “State” means the State of Arizona and/or the ADHS. For purposes of this Contract, the term “State” shall not include the Contractor.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT</b>
<b>ADHS13-031238</b>	<b>TERMS AND CONDITIONS</b>

**2. Contract Type.**

This Contract shall be: (check one)

- Fixed Price  
 Cost Reimbursement  
 Not to Exceed

**3. Contract Interpretation.**

- 3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 3.3.1 Terms and Conditions;
  - 3.3.2 Statement or Scope of Work;
  - 3.3.3 Attachments;
  - 3.3.4 Referenced Documents.
- 3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

**4. Contract Administration and Operation.**

- 4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT</b>
<b>ADHS13-031238</b>	<b>TERMS AND CONDITIONS</b>

- 4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records (“records”) relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
- 4.6.1 *Federal Funding.* Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4.6.2 *State Funding.* Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10 Property of the State.
- 4.10.1 *Equipment.* Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
- 4.10.2 *Title and Rights to Materials.* As used in this section, the term “Materials” means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts,

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT</b>
<b>ADHS13-031238</b>	<b>TERMS AND CONDITIONS</b>

results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

*Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

4.11 E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all

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Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

4.12 Scrutinized Businesses In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

4.13 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

## 5. **Costs and Payments**

5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments.

5.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 5.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within forty-five (45) days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

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5.4 Applicable Taxes.

5.4.1 *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract.

5.7 Authorization for Provision of Services: Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract 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 changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this contract.

**6. Contract Changes**

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

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- 6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.
- 6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

**7. Risk and Liability**

- 7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2 Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- 7.4 Force Majeure.
- 7.4.1 Liability and Definition. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.4.2 Exclusions. Force Majeure shall not include the following occurrences:
- 7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.4.3 Notice. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and

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shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.4.4 *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

**8. Description of Materials** The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4 Adequately contained, packaged and marked as the Contract may require; and

8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs Seven (7) and Eight (8) shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter Five (5).

8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**9. State's Contractual Remedies**

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- 9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
  
- 9.2 Stop Work Order.
  - 9.2.1 *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
  
  - 9.2.2 *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
  
- 9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.
  
- 9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

**10. Contract Termination**

- 10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
  
- 10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
  
- 10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
  
- 10.4 Termination Without Cause.

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10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within five (5) days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. **Communication**

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's

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activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.
14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.
15. **Fingerprint and Certification Requirements/Juvenile Services.**
  - 15.1 Paid and Unpaid Personnel. The Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.
  - 15.2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.
16. **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.
17. **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.
18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.
19. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement

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Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

20. **Key Personnel** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions.
1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
  2. Key personnel are not available for work under this Contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.

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## A. BACKGROUND

The Arizona Department of Health Services (ADHS) Bureau of Tobacco & Chronic Disease (BTCD), HIV Prevention Program has the responsibility for administering HIV Prevention Program Cooperative Agreement funds provided by the U.S. Centers for Disease Control and Prevention (CDC). These funds are provided to state health departments to implement a comprehensive statewide HIV Prevention Program. Arizona's program is based upon CDC Cooperative Agreement guidelines. Beginning July 1, 2012, HIV Prevention programming will focus on the goals and strategies outlined in the National AIDS Strategy (NHAS).

The NHAS lays out clear priorities for increasing the impact of HIV prevention efforts in reducing new infections by intensifying HIV prevention in the communities where HIV is most heavily concentrated. NHAS recognizes the connection between prevention and care and treatment in reducing new infections and improving the health of people living with HIV. The strategy also emphasizes the central importance of reducing disparities in HIV prevention and care and in reducing the stigma and discrimination associated with HIV. High-impact prevention prioritizes those interventions that are most cost-effective at reducing overall HIV infections. Examples of these include HIV testing, condom distribution and programs to help people living with HIV avoid transmitting HIV to others.

Based on Arizona epidemiology, the overall recommendation for statewide prevention programming is to target HIV positive persons and their partners, men who have sex with men (MSM), and injection drug users (IDU). *Men who have sex with men have a particular need for prevention services because this behavioral risk group represents the majority of emerging and existent HIV infections in Arizona.* Additionally County Health Departments should provide prevention services to other persons at risk of HIV infection or transmission in accordance with State statutes and rules. **Arizona Revised Statutes: A.R.S. 36-661** (Definitions), **A.R.S. 36-663** (HIV-related testing; restrictions; exceptions), **A.R.S. 36-664** (Confidentiality; exceptions), **A.R.S. 36-665** (Order for disclosure of communicable disease related information), **A.R.S. 36-666** (Violation; classification; immunity), and **A.R.S. 36-667** (Civil penalty). **Arizona Administrative Code R9-6, Article 10** (HIV-related testing and notification) and **Article 11** (STD-related testing and notification), as appropriate to the services provided.

## B. PURPOSE

The purpose of these funds is to assist the County Health Department to implement a comprehensive high impact HIV Prevention Program in Coconino County.

## C. GOALS

1. To provide access to quality HIV testing and Linkage to Care (HTL) for persons residing in Arizona.
2. To increase the number of persons in the jurisdiction who are aware of their status.
3. To bring all providers' services in line with the Funding Opportunity Announcement (FOA) 12-1201, NHAS and National Goals.
4. To provide partner services in public and private sectors to all persons newly diagnosed with HIV or previously positive with a new STD diagnosis, and to all HIV positive persons or their medical providers requesting continuing partner services.

## D. SCOPE OF WORK AND TASKS

### Contract Requirements

1. Conduct HIV Testing and Linkage to Care
  - 1.1. Provide access to quality HTL services in Coconino County;
  - 1.2. HTL services will be provided in accordance with the most recent version of the HIV Testing in Healthcare Settings issued by CDC;

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- 1.3. Identify a supervisor for the HIV program in order to facilitate accountability, communication, quality assurance, and the discussion of programmatic issues as appropriate. Training will be provided by ADHS, BTCD to all supervisors on an as-needed basis and during mandatory scheduled Contractor meetings;
- 1.4. Assure and document that seventy-five percent (75%) of the negative and ninety percent (90%) of the positive individuals tested in this program receive their test results;
- 1.5. Work with newly HIV-positive clients
  - 1.5.1. Seropositive clients shall receive medical and psychosocial referrals which shall be recorded in the ADHS BTCD web-based reporting systems, and
  - 1.5.2. HTL staff shall elicit clients' needle or works sharing contacts and sexual contacts for referral into the Partner Services System (PS);
- 1.6. Collaborate with ADHS Prevention Funded Programs or other federally funded programs (i.e. Substance Abuse and Mental Health Services Administration (SAMHSA) or CDC) to ensure the provision of HTL to program participants;
- 1.7. Ensure that HTL is:
  - 1.7.1. Confidential in all aspects. It is critical that all HTL programs include strict procedures for ensuring privacy, confidentiality, and security of data, as well as screening for and addressing potential partner violence,
  - 1.7.2. Screen for and address potential partner violence,
  - 1.7.3. Culturally sensitive and acceptable to the populations being served by the program, and
  - 1.7.4. Appropriately documented data; shall be collected on all tests conducted in HTL programs in accordance with ADHS and CDC requirements, standards and guidance. This data shall be entered into the CDC BTCD mandated web-based reporting systems;
- 1.8. Work with the ADHS Arizona State Lab (ASL);
  - 1.8.1. Appropriate laboratory submission forms shall be completed, and specimens shall be delivered to the ASL. All rapid test confirmations shall be tested using blood or serum,
  - 1.8.2. Submitter shall submit, at minimum, a ten (10) ml tube of whole blood to ASL, and
  - 1.8.3. Programs within a county health department (STD, Family Planning, Prenatal, and Correctional) that use an HIV screening test (i.e. rapid test or enzyme immunoassay (EIA)) are eligible to utilize the state lab for confirmatory testing. These programs are subject to the same reporting requirements as the HIV HTL Program for any tests submitted to the ASL.
2. Conduct Partner Services (PS) including partner/spousal elicitation and notification activities.
  - 2.1. Partner Services activities including partner/spousal elicitation and notification and referral activities will be provided in accordance with the most recent version of the Partner Services Guidance issued by CDC;
  - 2.2. Conduct a program to provide PS in public and private sectors to all persons newly diagnosed with HIV in Coconino County. These programs should address all steps of PS, including:
    - 2.2.1. Contacting individuals newly diagnosed with HIV to offer them PS,
    - 2.2.2. Interviewing individuals who accept PS to elicit names of and locating information for sex and injection-drug-paraphernalia-sharing partners,

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2.2.3. Locating, notifying, testing, and providing test results to partners,

2.2.4. Reporting preliminary positive and supplemental HIV positive test results to ADHS (Prevention and Surveillance) according to established guidelines, and

2.2.5. Linking partners, especially those who test positive, to appropriate medical evaluation, treatment, prevention, and other services;

2.3. Ensure that Partner Services are:

2.3.1. Confidential in all aspects. Concerns often voiced regarding HIV PS include potential violations of confidentiality, the stigma associated with HIV, and the potential for partner violence associated with PS. It is critical that all PS programs include strict procedures for ensuring privacy, confidentiality, and security of data, as well as screening for and addressing potential partner violence,

2.3.2. Available to all cases, regardless of reporting source (i.e. self-report, testing service, surveillance, etc.). Cases shall be initiated within seven (7) days. Every client shall be investigated within twenty-one (21) days of identification to the County Health Department. Data shall be entered into the data system as it is received,

2.3.3. Culturally sensitive and acceptable to the populations being served by the program, and

2.3.4. Timely (i.e., locating and notifying activities are initiated and completed promptly within ADHS-established timelines). Managers may need to prioritize PS activities, such as the order in which HIV-infected individuals are offered PS or the order in which partners are located and offered PS;

2.4. Work with community partners to promote the Integration of PS into existing services:

2.4.1. Ensure that information about how to access PS services is easily accessible by health care providers in the public and private sectors, Community Based Organizations (CBOs), and other agencies diagnosing or providing services to HIV-infected individuals,

2.4.2. Encourage providers, CBOs, and other agencies providing services to HIV-infected individuals to routinely screen clients for ongoing sexual and injection-drug-use activities and to provide partner information to the County Health Department for provision of Partner Services, and

2.4.3. Work with health care providers, CBOs, and other organizations serving or representing HIV-infected individuals to educate them about the potential benefits of PS for HIV-infected individuals, their partners, and the community and to develop community support for these services.

3. Ensure that all cases of HIV and/or AIDS are reported to the ADHS BTCD HIV Prevention Program and HIV Surveillance Program in a timely manner utilizing ADHS BTCD required documentation.

4. Ensure that all staff providing HIV Testing, Linkage to Care, and/or Partner Services receive appropriate training.

4.1. All staff that provides HIV testing or partner services must successfully complete training activities. With guidance to be provided by ADHS BTCD, Contractor shall establish written protocols outlining internal county training activities and provide the protocol to ADHS BTCD within thirty (30) days of execution; and

4.2. Supervisor shall review all staff performing activities under this contract to ensure adherence to Agreement elements, internal policies/procedures and CDC guidance for said activities. A brief summary of reviews performed shall be included as part of the monthly narrative report to ADHS BTCD.

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5. Assure and document that timely client-centered prevention counseling, linkage to care and partner services are provided to each reported case of AIDS or HIV infection regardless of reporting source.
6. Monitor implementation of the HIV Prevention program. In accordance with CDC requirements, the Contractor must collaborate with ADHS BTCD Office of HIV Prevention in reaching performance levels set for HIV Prevention Program Indicators.
7. Record all HTL and PS activities in ADHS BTCD and CDC mandated databases- EvaluationWeb and PartnerServicesWeb
  - 7.1. All tests conducted in the HIV program must have data entered into the web based system within twenty-four (24) hours for positive tests and seven (7) days for negative tests;
  - 7.2. PS activities must be entered into the web based data system (Partner Services Web) in accordance with ADHS BTCD HIV Prevention Program established timelines;
  - 7.3. All staff utilizing the databases shall complete e-authentication procedures outlined by CDC within thirty (30) days of start of Agreement, or thirty (30) days of hire; and
  - 7.4. All programs must sign the CDC established Memorandum of Understanding and Rules of Behavior documents with ADHS BTCD in accordance with CDC data-management requirements.

**Additional Prevention Program Elements**

1. Education to providers specifically related to increasing testing, reducing stigma and health disparities, improving HIV care and treatment, prevention with positive persons and linkage to partner services Coconino County Health Department staff shall provide education to those in the community who provide services to clients with HIV/AIDS according to the ADHS BTCD approved workplan.
2. Condom distribution to populations at risk for HIV infection or transmission per the ADHS BTCD approved workplan.
3. Outreach testing at sites identified within the county; sites and activities will be defined, and services provided according to the ADHS approved work plan.
4. Social Marketing for HIV Prevention messages; activities will be described in the ADHS BTCD approved workplan.
5. Behavioral Intervention for Lesbian, Gay, Bisexual, Transgender, Queer (LGBTQ) youth. All activities will be described in the ADHS BTCD approved workplan. Monthly progress will be tracked using ADHS BTCD approved reporting tools.

**E. REQUIREMENTS:**

The Contractor shall have:

1. Access to computer, internet, E-mail, and other communication strategies to ensure frequent contact with ADHS HIV/AIDS Office prevention staff and performance of web-based reporting activities.
2. Ability to collect all required data and implement web-based data entry.
3. Expertise in PS and HTL techniques.
4. Ability to initiate and maintain agreements with community partners supporting any proposed activities.
5. A current list (as Agreement start date) of personnel providing services under this Agreement. Any changes to personnel shall be reported to ADHS BTCD within five (5) business days. Adhere to the Key Personnel requirements provided in the Terms and Conditions section of this Agreement.

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6. Contractors shall provide a complete list of the site numbers operating under their auspices by January thirtieth (30th) of each calendar year. Any additions or deletions will be reported to ADHS BTCDC in writing within five (5) business days.
7. Experience providing services to HIV+ persons, MSM, and Injection Drug User (IDU) in the contractor's County.
8. Ability to attend ADHS State Contractors meetings and other trainings as scheduled by ADHS BTCDC (approximately twice per year).
9. A designated and identified supervisor for all activities, responsible for working with and reporting to ADHS
10. All websites maintained by Contractors shall contain a notice alerting individuals who may be searching or browsing the web that the content may not be appropriate for all audiences. Sample messages may be obtained from ADHS BTCDC.
11. Contractor shall fully cooperate with other Contractors and State Employees fitting their own work into the ADHS Testing Network. The Contractor shall not commit or permit any act that interferes with the performance of any other ADHS Contractor or of State Employees.
12. All materials developed or utilized by the program shall include the TESTAZ logo as part of the Arizona HIV Testing Network, may be used in conjunction with any other local marketing. Logo is available from ADHS BTCDC Office of HIV Prevention

**F. REFERENCE DOCUMENTS:** available from ADHS Office of HIV/AIDS Prevention Program upon request:

1. CDC- Partner Services Guidance (2008) [www.cdc.gov/hiv/topics/testing/guideline.htm](http://www.cdc.gov/hiv/topics/testing/guideline.htm)
2. CDC- National Monitoring and Evaluation materials related to data variables and reporting requirements.
3. CDC- Testing in Healthcare Settings Guidance [www.cdc.gov/hiv/topics/testing/guideline.htm](http://www.cdc.gov/hiv/topics/testing/guideline.htm)
4. CDC- Materials Review Interim Guidance.
5. CDC- Guidelines for HIV Surveillance, Control and Partner Information.
6. National HIV/AIDS Strategy [www.whitehouse.gov/administration/eop/onap/nhas](http://www.whitehouse.gov/administration/eop/onap/nhas)
7. CDC- High-Impact HIV Prevention [www.cdc.gov/HIV](http://www.cdc.gov/HIV) (Aug. 2011)
8. CDC Vital Signs (Dec. 2011) <http://www.cdc.gov/vitalsigns>
9. Laboratory considerations for HIV Rapid Tests <http://www.cdc.gov/hiv/topics/testing/resources> (laboratory)

**G. APPROVALS:**

The ADHS will make payment in accordance to the Terms and Conditions set forth in the Contract.

1. The HIV Prevention Program Manager in the ADHS BTCDC, or their designee, upon completion, submission, and approval of all deliverables and reporting requirements will accept the monthly Contractor Expenditure Report (CER).
2. The due date for monthly reports and invoicing is the 15<sup>th</sup> of the month, following the month of service.

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3. ADHS BTCD may authorize variations to, and adjust payments for, under and over production of monthly minimum unit rates, not to exceed the annual contract agreement, on a case-by-case basis.
4. All materials developed or utilized by the program shall be approved by the ADHS Materials Review Committee prior to use. Guidelines for submission may be obtained from ADHS BTCD Office of HIV Prevention.
5. Out of county/state travel must be pre-approved in writing by ADHS BTCD Office of HIV Prevention-Program Manager or their Designee.
6. Prevention Planning Group of Arizona (PPGA) conflict of interest "No person in a paid position of the funded program or supervisory position within the agency may be a co-chair of the PPGA or any task force which provides guidance as to funding or intervention decisions".

**H. DELIVERABLES**

The Contractor shall provide services and submit to the ADHS BTCD Program Manager a CER of the following deliverables in accordance with the Price Sheet of Cost Reimbursement Line Items.

1. Evidence of web-based submission of accurate and completed PS and HTL data and other information as required or requested by CDC and/or ADHS. Web-based reporting of CDC-required data elements must be completed within the ADHS BTCD Office of HIV Prevention established guidelines.
2. A completed CER including detailed financial back-up matching approved budget narrative by the 15<sup>th</sup> of the month following the month during which the services were provided.
3. Brief monthly narrative outlining progress toward HTL, PS, and other program elements, areas of programmatic concern, and activities conducted during the month under claim. Due to ADHS by the 15<sup>th</sup> of the month following the month under claim.
4. Subcontracts or Agreements - if applicable, copies of subcontracts or agreements must be provided to ADHS BTCD within thirty (30) days of initiation (subject to approval), updates to progress of activities must be included with monthly narrative.
5. Labor Activity Reports (monthly) if any funding is included partial Full Time Equivalent (FTE) staff time, per the detailed budget narrative.
6. Delivered to ADHS BTCD HIV Prevention program by November 30th of each year, a detailed update to the Work Plan for the next year of service (including as applicable; updated recruitment plan, condom distribution plan, behavioral intervention plans and evaluation plan).
7. Evaluation Report, according to a format provided by ADHS BTCD shall be due on January 30th of the year following the year under claim.

**I. ACCEPTANCE**

1. Acceptance is signified by signature of the ADHS BTCD Program Director on the CER showing performance is satisfactory for payment.
2. Upon receipt and approval of all specified deliverables

**J. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES:**

1. Notices, Correspondence, Reports and Invoices from the Contractor to ADHS should be sent to:

Arizona Department of Health Services  
Bureau of Tobacco and Chronic Disease  
HIV Prevention Program  
Attn: Chelley Weber

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150 N. 18<sup>th</sup> Avenue, #310  
Phoenix, AZ 85007  
602-364-0822

2. Notices, correspondence, and reports from ADHS to the Contractor shall be sent to:

Coconino County Public Health Services  
Attention: Barbara L. Worgess  
2625 N. King Street  
Flagstaff, AZ 86004

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT PRICE SHEET</b>
<b>ADHS13-031238</b>	

**PRICE SHEET**  
**Effective July, 2012**

<b>Cost Reimbursement Line Items</b>	<b>Budget Amount</b>
1. Personnel Services	\$10,102.00
2. Employee Related Expenses	\$3,657.00
3. Professional & Outside Services	\$0
4. Travel Expenses	\$450.00
5. Other Operating Expense	\$1,995.00
6. Capital Outlay Expense	\$0
7. Other (Indirect Costs)	\$1,800.00
<b>Total Contract Amount (not to exceed)</b>	<b>\$18,004.00</b>

**1. ITEMIZED SERVICE BUDGET (ISB) RESTRICTIONS:**

- A. With prior written approval from the ADHS BTCD HIV Prevention Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total Agreement amount among the categorical line items. Transfers of funds are only allowed among funded line items as detailed in the original ISB. Transfers exceeding ten percent (10%) of the Agreement amount, or to a non-funded line item, shall require an Agreement amendment.

1309 000 HIV EDUCATION

											Budget		
											FY13		Comments
<b>TOTAL REVENUES</b>											<b>18,004</b>		
1309	31	3070	0	20	56	2	40	5011	Regular Wages		10,102	.25 FTE	
1309	31	3070	0	20	56	2	40	5012	Temporary Wages				
<b>TOTAL SALARIES</b>											<b>10,102</b>		
1309	31	3070	0	20	56	2	45	5040	Employer Medicare		144		
1309	31	3070	0	20	56	2	45	5041	Employer SS		625		
1309	31	3070	0	20	56	2	45	5060	Flexible Benefit Plan Fee				
1309	31	3070	0	20	56	2	45	5062	Dental Insurance		103		
1309	31	3070	0	20	56	2	45	5066	Health Insurance		1501		
1309	31	3070	0	20	56	2	45	5068	Grp Term Life & ADD		26		
1309	31	3070	0	20	56	2	45	5071	AZ State Retirement		1,162		
1309	31	3070	0	20	56	2	45	5090	Worker's Comp		45		
1309	31	3070	0	20	56	2	45	5095	Unemployment Insurance		51		
<b>TOTAL BENEFITS</b>											<b>3,657</b>		
1309	31	3070	0	20	56	2	50	6001	Postage		60		
1309	31	3070	0	20	56	2	50	6008	Personal Liability Insurance		250	.25 FTE	
1309	31	3070	0	20	56	2	50	6032	Lab Services				
1309	31	3070	0	20	56	2	50	6058	Other Professional Services				
1309	31	3070	0	20	56	2	50	6081	Buildings & Grounds Rental				
1309	31	3070	0	20	56	2	50	6085	Ribbons, Trophies, Prizes, Etc.				
1309	31	3070	0	20	56	2	50	6171	Long Distance Service				
1309	31	3070	0	20	56	2	50	6175	Telephone Services		60		
1309	31	3070	0	20	56	2	50	6177	Mobile Phone				
1309	31	3070	0	20	56	2	50	6190	Publishing & Advertising				
1309	31	3070	0	20	56	2	50	6191	Printing & Binding				
1309	31	3070	0	20	56	2	50	6220	Food & Beverages				
1309	31	3070	0	20	56	2	50	6251	Medical & Clinical Supplies		1,375	HIV rapid Testing Kits/Controls	
1309	31	3070	0	20	56	2	50	6260	Data Processing Supplies				
1309	31	3070	0	20	56	2	50	6261	Duplicating				
1309	31	3070	0	20	56	2	50	6262	Office Supplies		100		
1309	31	3070	0	20	56	2	50	6268	Education Supplies		150	Condoms/Lube	
1309	31	3070	0	20	56	2	50	6269	Freight				
1309	31	3070	0	20	56	2	50	6300	Out Maint Furn & Off Equip				
1309	31	3070	0	20	56	2	50	6965	Rental of Buildings/Grounds				
1309	31	3070	0	20	56	2	50	6967	Materials & Supplies				
1309	31	3070	0	20	56	2	50	6998	Indirect Costs Paid		1800	10% of total grant	
<b>TOTAL OPERATING</b>											<b>3,795</b>		
1309	31	3070	0	20	56	2	70	7001	Mileage		100		
1309	31	3070	0	20	56	2	70	7002	Per Diem - Lodging		150		
1309	31	3070	0	20	56	2	70	7003	Transportation				
1309	31	3070	0	20	56	2	70	7004	Motor Pool Charges		50		
1309	31	3070	0	20	56	2	70	7005	Other Travel Charges		100	ADHS Annual Mandatory Training	
1309	31	3070	0	20	56	2	70	7006	Vehicle Rental				
1309	31	3070	0	20	56	2	70	7010	Per Diem - Meals		50		
1309	31	3070	0	20	56	2	70	7011	Registration Fees				
<b>TOTAL TRAVEL</b>											<b>450</b>		
<b>TOTAL REVENUES</b>											<b>18,004</b>		
<b>TOTAL EXPENSES</b>											<b>18,004</b>		
<b>Difference</b>											<b>-</b>		



Meeting Date: December 4, 2012

**DATE:** November 16, 2012

**TO:** Honorable Chair and Members of the Board of Directors

**FROM:** Kimbal Babcock, Interim Chief Health Officer

**SUBJECT:** Approval of the Agreement with North Country HealthCare for the period of July 1, 2012 through June 30, 2013 for the operation of the Northern Arizona Center Against Sexual Assault (NACASA) plus the cost of exams in the amount of \$95,000.

**RECOMMENDATION:**

Staff recommends that the Board of Directors approve an agreement between North Country HealthCare and the Coconino County Public Health Services District for the period July 1, 2012 through June 30, 2013 for the operation of the Northern Arizona Center Against Sexual Assault (NACASA) plus the cost of exams in the amount of \$95,000.

**BACKGROUND:**

The County has the statutory responsibility to pay for sexual assault exams. There are two primary providers of these services: Safe Child at Flagstaff Medical Center for children under the age of 16 years and NACASA for all others. Occasionally, an Emergency Room will provide the exam and bill us for the service.

Just over five years ago, North Country HealthCare took over the operation of NACASA. The County, along with the City of Flagstaff and the Flagstaff Medical Center agreed to share the financial responsibility for a portion of the infrastructure for a period of three years and the County would then continue to pay for the exams. This is the fifth year of this contract. North Country HealthCare has reported that they have been unable to develop a funding source to cover their infrastructure costs as originally planned. The City of Flagstaff continues to contribute \$15,627 per year and the Flagstaff Medical Center continues to contribute \$18,821 per year towards the infrastructure costs for this service.

**ALTERNATIVES:**

The alternative to NACASA for individuals 16 years and above is to utilize the Emergency Department at the local hospitals. This is not an appropriate location to provide these exams as their priority for service is for life threatening and severe injury situations. This means these exams can be postponed or interrupted which only exacerbates the emotional impact of the assault.

**FISCAL IMPACT:**

The funds for this agreement are included in the approved FY13 District budget.

**REVIEWED BY ELECTRONIC ROUTING**

**ATTACHMENTS:**

Independent Contractor Agreement  
Certificate of Liability  
Certificate of Worker's Compensation  
Certificate of Medical Malpractice

INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement")  
made this \_\_\_\_ day of \_\_\_\_\_, 2012,

BETWEEN

North Country HealthCare, 2920 N. 4th Street, Flagstaff, Arizona 86004, (hereinafter the  
"Independent Contractor")

(hereinafter the "Independent Contractor"),

AND

COCONINO COUNTY PUBLIC HEALTH SERVICES DISTRICT, a political subdivision of  
the State of Arizona, of 2625 North King Street, Flagstaff, Arizona 86004, (hereinafter the  
"District");

WHEREAS:

- A. Pursuant to Arizona Revised Statutes §13-1414, any medical expenses arising out of the need to secure evidence that a person has been the victim of a dangerous crime against children as defined in section 13.604.01 or a sexual assault shall be paid by the county in which the offense occurred.
- B. The District needs a strong and viable organization to address the needs of women who have been sexually assaulted.
- C. The Independent Contractor is an organization with a stable history that can provide these services.

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

I. Scope of Work

- a. The District will:
  - i. Provide funding, in collaboration with other community organizations, to support the infrastructure of the Northern Arizona Center Against Sexual Assault (NACASA).
  - ii. Pay a fee for each sexual assault exam conducted for forensic purposes at the request of a law enforcement agency/officer, subject to review and determination by the County Attorney for eligibility pursuant to A.R.S. 13-1414.

- b. The Independent Contractor will:
  - i. Operate the NACASA
    - a. This service will be available 24 hours a day, seven days a week, 365 days a year.
    - b. This service will be available to all individuals, 16 years and older, who are victims of sexual assault in Coconino County.
    - c. There will be no charge to the individuals who use this service.
  - ii. Seek a long term stable funding source(s) to support NACASA
  - iii. Provide a written quarterly report on services provided and progress toward long term financial security.

## II. Compensation

- a. The District will pay the Independent Contractor \$18,825 in quarterly payments of \$4,706.25 each quarter upon receipt of the quarterly report.
- b. The District will pay the Independent Contractor \$600.00 for each sexual assault exam determined eligible for payment by the County Attorney pursuant to Paragraph 1 of this agreement. NACASA will submit an invoice for each exam to the Coconino County Attorney who, following a determination of eligibility will forward the invoice to the Coconino County Public Health Services District for approval and payment.

## III. Term of Agreement

The term of this Agreement shall be from the date of approval by the Board of Supervisors through June 30, 2013.

## IV. Termination of Agreement

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

## V. Insurance

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

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

1. Commercial General Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate.
2. Automobile Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence.
3. Medical Professional Liability in an amount not less than Three Million Dollars (\$3,000,000) per aggregate.
4. Medical Professional Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence.
5. A Certificate of Insurance for workers' compensation coverage or Sole Proprietor Waiver, if the Independent Contractor has no employees. If a Certificate of Insurance is provided, the insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.
6. Professional Liability (if applicable) in an amount not less than One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate.

B. The Independent Contractor will name the District, its agents, officials and employees as additional insureds, except for professional liability insurance and workers compensation, if any, and will specify that the insurance afforded by the Independent Contractor is primary insurance and that any insurance coverage carried or self-insurance by the District, any department or any employee will be excess coverage and not contributory insurance to that provided by the Independent Contractor. Said policy must contain a severability of interest provision. District reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Independent Contractor.

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

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

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

VI. Indemnification

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

VII. Independent Contractor's Status

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

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

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

VIII. Immigration and Scrutinized Business

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

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

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

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

D. In accordance with A.R.S. §35-391.06, the Independent Contractor hereby certifies that the Independent Contractor does not have scrutinized business operations in Iran or the Sudan or with any party on the list of parties excluded from Arizona procurement.

E. The Independent Contractor further certifies that it is in compliance with the Export Administration Act and not on the Excluded Parties List.

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

IX. Non-Appropriation of Funds

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

X. Amendment and Entirety of Contract

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

XI. Records

The Independent Contractor will:

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

B. Retain and contractually require each subcontractor to retain all data and

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

XII. Approval by the District

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

XIII. Waiver

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

XIV. Non-assignment

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

XV. Cancellation of Agreement

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

XVI. Non-discrimination

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

XVII. Notice

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

XVIII. Choice of Law

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

XIX. Severability

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

XX. Authority

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

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

NORTH COUNTRY HEALTHCARE

COCONINO COUNTY PUBLIC HEALTH SERVICES DISTRICT

By \_\_\_\_\_  
Ann Roggenbuck, President

By \_\_\_\_\_  
Carl Taylor, Board of Supervisors

ACKNOWLEDGED before me  
by Ann Roggenbuck as President of  
and for North Country HealthCare on  
this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

ATTEST:  
\_\_\_\_\_  
Clerk of the Board

Approved as to form:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Deputy County Attorney



**Re: Malpractice Coverage for NACASA Examiners**

December 5, 2011

To Whom It May Concern:

The Northern Arizona Center Against Sexual Assault (NACASA) is operated under the auspices of North Country HealthCare, a federally-recognized health center.

Sexual assault nurse examiners (SANEs) undergo extensive training in their field and operate under the guidance and supervision of the NACASA medical director. Michelle Page, FNP serves in this role. Additionally, Dr. Eric Henley assists with supervision and review of NACASA policies and procedures.

HRSA has added the NACASA program to North Country's routine scope of service for northern Arizona. This includes exams performed within agency facilities, as well as community hospitals. In particular Flagstaff Medical Center has been recognized in advance as a potential point of care for a NACASA exam.

All SANEs are contracted and considered employees of North Country. The Federally Supported Health Centers Assistance Acts of 1992 (P.L. 102-501) and 1995 (P.L. 104-73) specify that all employees of eligible health centers are covered for malpractice liability under the Federal Tort Claims Act (FTCA). According to this Act, the US Department of Justice will provide defense of malpractice claims for medical providers acting within the scope of service of the clinic.

FTCA coverage includes payment of malpractice damages awarded as a result of a claim or settlement as approved by the Attorney General or his / her designee. All organizations receiving funding from Medicare or Medicaid must accept FTCA malpractice coverage or lose the privilege of participating in these programs.

While some of the examiners also maintain separate malpractice policies, this is considered voluntary additional coverage. The FTCA remains the primary malpractice carrier for any services provided as part of the NACASA program.

Please feel free to contact me if you have any further questions.

Sincerely,

Eric Henley, MD  
Chief Medical Officer  
North Country HealthCare

**Flagstaff**  
2920 N. 4th Street  
Flagstaff, AZ 86004  
928.213.6100 PH  
928.774.1652 FAX

**Grand Canyon**  
P.O. Box 369  
Grand Canyon, AZ 86023  
928.638.2551 PH  
928.638.2598 FAX

**Kingman**  
510 Stockton Hill Road  
Kingman, AZ 86401  
928.753.1177 PH  
928.753.1178 FAX

**Seligman**  
P.O. Box 776  
Seligman, AZ 86337  
928.422.4017 PH  
928.422.4018 FAX

**Ash Fork**  
P.O. Box 216  
Ash Fork, AZ 86320  
928.637.2305 PH  
928.637.2343 FAX

**Winslow**  
620 W. Lee Street  
Winslow, AZ 86047  
928.289.2000 PH  
928.289.0036 FAX

**Holbrook**  
1401 W. Florida Street  
Holbrook, AZ 86025  
928.524.2851 PH  
928.524.2171 FAX

**St. Johns**  
P.O. Box 1019  
St. Johns, AZ 85936  
928.337.3705 PH  
928.337.3780 FAX

**Round Valley**  
830 E. Main Street  
Suite 230  
Springerville, AZ 85938  
928.333.0127 PH  
928.333.4799 FAX

**FTCA DEEMING NOTICE NO.:**  
1-F00000059-10-1

**GRANT NUMBER:**  
H80CS00651



**North Country HealthCare, Inc.**  
**2920 N. 4TH STREET, PO BOX 3630**  
**FLAGSTAFF, AZ 86004-1816**

Dear Ann Roggenbuck:

The Health Resources and Services Administration (HRSA), in accordance with the Federally Supported Health Centers Assistance Act (FSHCAA), as amended, sections 224(g)-(n) of the Public Health Service (PHS) Act, 42 U.S.C. §§ 233(g)-(n), deems North Country HealthCare, Inc. to be an employee of the PHS, for the purposes of section 224, effective 1/1/2011 through 12/31/2011.

Section 224(a) of the PHS Act provides liability protection under the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2672, or by alternative benefits provided by the United States where the availability of such benefits precludes a remedy under the FTCA, for damage for personal injury, including death, resulting from the performance of medical, surgical, dental, or related functions by PHS employees while acting within the scope of such employment. This protection is exclusive of any other civil action or proceeding. Coverage extends to deemed entities and their (1) officers; (2) governing board members; (3) full- and part-time employees; and (4) contractors who are licensed or certified individual health care practitioners providing full-time services (i.e., on average at least 32½ hours per week for the entity for the period of the contract), or, if providing an average of less than 32½ hours per week of such service, are licensed or certified providers in the fields of family practice, general internal medicine, general pediatrics, or obstetrics/gynecology. Volunteers are neither employees nor contractors and therefore are not eligible for FTCA coverage under FSHCAA.

This Notice of Deeming Action (NDA) is also confirmation of medical malpractice coverage for both North Country HealthCare, Inc. and its covered individuals as described above. This NDA, along with documentation confirming employment or contractor status with the deemed entity, may be used to show liability coverage for damage for personal injury, including death, resulting from the performance of medical, surgical, dental, or related functions by PHS employees while acting within the scope of such employment.

In addition, FTCA coverage is comparable to an "occurrence" policy without a monetary cap. Therefore, any coverage limits that may be mandated by other organizations are met.

This action is based on the information provided in your FTCA deeming application, as required under 42 U.S.C. § 233(h), with regard to your entity's: (1) implementation of appropriate policies and procedures to reduce the risk of malpractice and litigation; (2) review and verification of professional credentials and privileges, references, claims history, fitness, professional review organization findings, and licensure status of health professionals; (3) cooperation with the Department of Justice (DOJ) in the defense of claims and actions to prevent claims in the future; and (4) cooperation with DOJ in providing information related to previous malpractice claims history.

Deemed health centers must continue to receive funding under Section 330 of the PHS Act, 42 U.S.C. § 254b, in order to maintain coverage as a deemed PHS employee. If the deemed entity loses its Section 330 funding, such coverage will end immediately upon termination of the grant. In addition to the relevant statutory and regulatory requirements, every deemed health center is expected to follow HRSA's FTCA-related policies and procedures, which may be found online at <http://www.bphc.hrsa.gov>.

For further information, please contact your HRSA Project Officer as listed on your Notice of Grant Award or the Bureau of Primary Health Care (BPHC) Help Line at 1-877-974-2742 or [bphchelp@hrsa.gov](mailto:bphchelp@hrsa.gov).





SCF Western Insurance Company

### Certificate of Insurance

**Certificate Mailed To:**

COCONINO COUNTY  
ATTN: DENISE BURLEY  
2625 NORTH KING STREET  
FLAGSTAFF AZ 86004

**Name of Insured:**

NORTH COUNTRY HEALTH CARE  
PO Box 3630  
Flagstaff AZ 86003

Date Issued: 09/01/2011  
Certificate Number: 14  
Policy Number: W20143  
Origin Date: 10/16/1987  
Expiration Date: 10/01/2011  
Liability Limits: 1000/1000/1000  
**(000 Omitted)**

**Proof of Coverage**

**Description of Operations**

CLERICAL OFFICE EMPLOYEES-N.O.C., PHYSICIANS - INCLUDING CLERICAL

**Job Number:** 01

**Location:** Flagstaff

Will be renewed for the next policy period unless we are otherwise directed by our policyholder. It is agreed that waiver of subrogation is effective only as respects to the above Certificate Holder for the project described herein. This agreement shall not operate directly or indirectly to benefit any other person or organization. Should the above policy be canceled by the SCF Western Insurance Company before the expiration date thereof, the SCF Western Insurance Company will endeavor to mail 30 days written notice to the above named Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the SCF Western Insurance Company.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed hereon. This is to certify a workers' compensation policy has been issued to the insured listed hereon and is in force for the period referenced.

**Certificate Issued To:**

Coconino County  
Attn: Denise Burley  
2625 North King Street  
Flagstaff AZ 86004

Authorized Representative



Meeting Date: December 4, 2012

**DATE:** November 19, 2012

**TO:** Honorable Chairman and Members of the Board

**FROM:** Sue E. Pratt, Community Development Director

**SUBJECT:** Case No. AB-12-001: A request for Abandonment of County right-of-way along West Route 66 to be abandoned to eight adjacent property owners. The property is located in the vicinity of the intersection of West Route 66 and Flagstaff Ranch Road and includes right-of-way on the north side of West Route 66 from approximately 1,200 feet east of Flagstaff Ranch Road to approximately 2,000 feet west of Flagstaff Ranch Road. Applicant: Coconino County Public Works Department, Flagstaff, Arizona.

**RECOMMENDATION:**

Staff recommends approval of Case No. AB-12-001 through adoption of the attached Resolution 2012-46.

**BACKGROUND:**

At its meeting of October 30, 2012 the Planning and Zoning Commission unanimously approved the requested Abandonment of a 134-foot wide strip of excess right-of-way. The property is a portion of a 400-foot right-of-way acquired by ADOT in 1967 for a potential alignment of I-40. I-40 was ultimately built on a different alignment, and after this Abandonment, there will still be a 132-foot wide right-of-way remaining to accommodate Route 66 and any anticipated future improvements. Portions of the abandoned right-of-way will be conveyed to eight adjacent property owners to be combined with their existing parcels.

Public Works is proposing that the right-of-way be abandoned without requiring fair market compensation from the receiving property owners. A.R.S. 28-7215 allows the Board to vacate a public roadway without compensation in certain circumstances, i.e. first, that the Board determines that the roadway has no public use or that it has no market value; and second, that the person or entity accepting the public roadway must agree to assume the costs of maintenance and liability for the property. Such circumstances do exist in this case. One of the affected property owners spoke in support of the Abandonment at the Commission hearing on this case. Otherwise, there was no additional public input at the Commission hearing.

**ALTERNATIVES:**

The Board could deny the request.

**FISCAL IMPACT:**

None

**REVIEWED BY ELECTRONIC ROUTING**

**ATTACHMENTS:**

BOS Resolution 2012-46

Staff Report to the Planning and Zoning Commission  
Map

Minutes of the October 30, 2012 Meeting

**RESOLUTION NO. 2012-46**

**A RESOLUTION OF THE COCONINO COUNTY  
BOARD OF SUPERVISORS APPROVING THE ABANDONMENT OF A 134-FOOT  
WIDE STRIP OF EXCESS RIGHT-OF-WAY LOCATED AT THE INTERSECTION OF  
WEST ROUTE 66 AND FLAGSTAFF RANCH ROAD**

**WHEREAS**, an application was filed by Coconino County Public Works Department, Flagstaff, Arizona (Case No. AB-12-001) for the abandonment of a 134-foot wide strip of excess right-of-way on the north side of West Route 66 from approximately 1,200 feet east of Flagstaff Ranch Road to approximately 2,000 feet west of Flagstaff Ranch Road.

**WHEREAS**, the Planning and Zoning Commission held a duly-noticed public hearing on October 30, 2012, and recommended approval of the abandonment; and

**WHEREAS**, the Board of Supervisors has held a duly-noticed public hearing on December, 4, 2012; and

**WHEREAS**, the Board of Supervisors has determined that the findings for the granting of an abandonment have been met, which findings are as follows:

1. That said abandonment is in the interests of the general welfare of Coconino County.
2. That said abandonment would not prohibit or unduly inhibit access by the public-at-large, nearby property owners, and public utilities.
3. That said abandonment would not eliminate public accessways which may be presently in use or desirable for future use.

**WHEREAS**, the Board of Supervisors has determined that the findings for the granting of an abandonment without requiring fair market value compensation have been met, which findings are as follows:

1. That the subject right-of-way has no public use.
2. That the receiving property owners are willing to accept responsibility for maintenance and liability for the property.

**NOW THEREFORE BE IT RESOLVED** that the Coconino County Board of Supervisors hereby approves the abandonment of a 134-foot wide strip of excess right-of-way on the north side of West Route 66 from approximately 1,200 feet east of Flagstaff Ranch Road to approximately 2,000 feet west of Flagstaff Ranch Road subject to the following conditions:

1. The abandoned property shall be conveyed to the adjacent property owners as depicted on the exhibit submitted by the applicant.
2. Upon conveyance to the adjacent owners, the abandoned parcels shall be combined with the adjacent owners' existing parcels.

3. Easements shall be reserved for any public utilities located in the abandoned right-of-way.
4. Upon approval by the Board of Supervisors, the County Attorney's Office shall prepare the necessary deeds and have them recorded at the County Recorder's Office. The deeds shall indicate that the persons or entities assuming ownership of the property are responsible for maintenance and liability on the property.

**PASSED AND ADOPTED** this 4th day of December, 2012.

**AYES:**

**NOES:**

**ABSENT:**

**COCONINO COUNTY BOARD OF SUPERVISORS**

(SEAL)

---

Carl Taylor, Chair

**ATTEST:**

**APPROVED AS TO FORM:**

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Clerk, Board of Supervisors

---

Deputy County Attorney

## STAFF REPORT

Date: October 17, 2012

To: Planning and Zoning Commission

From: Department of Community Development

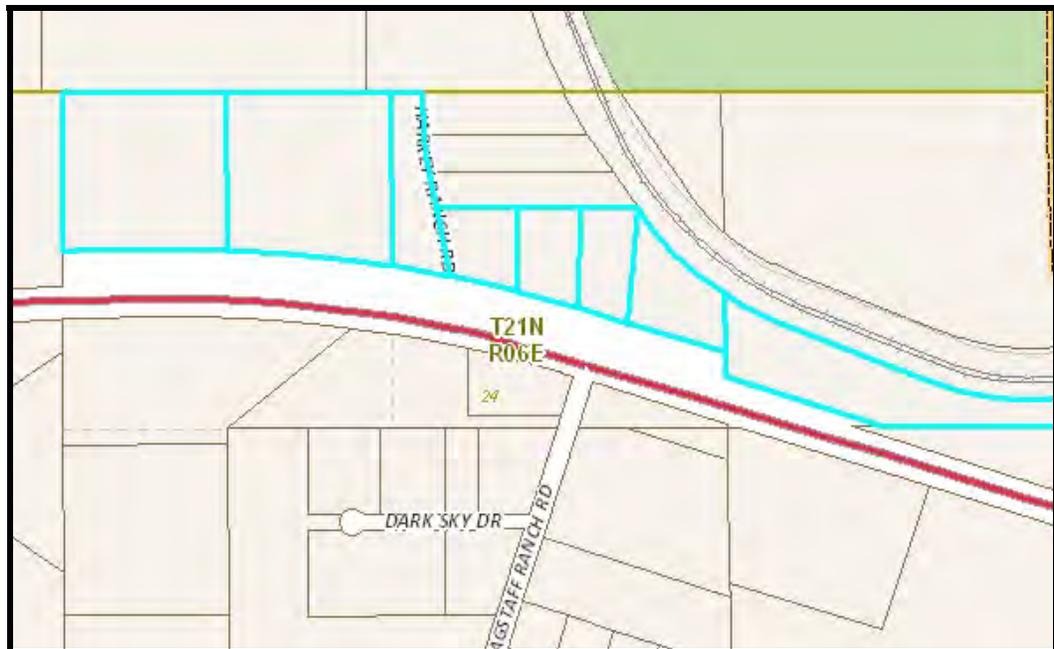
Subject: Case No. AB-12-001: A request for abandonment of County right-of-way along West Route 66 to be abandoned to eight adjacent property owners along the north side of West Route 66 west of the Flagstaff city limits.

Applicant: Coconino County Public Works Department, Flagstaff, Arizona

Property Owner: same

County Supervisor District: 1 (Carl Taylor)

Location: The property is located in the vicinity of the intersection of West Route 66 and Flagstaff Ranch Road and including right-of-way on the north side of West Route 66 from approximately 1,200 feet east of Flagstaff Ranch Road to approximately 2,000 feet west of Flagstaff Ranch Road.



2500 North Fort Valley Road, Building 1 • Flagstaff, AZ 86001-1287  
(928) 679-8850 Fax (928) 679-8851  
[www.coconino.az.gov](http://www.coconino.az.gov)

## **SUBJECT PROPERTY AND SURROUNDING LAND USES**

The subject property consists of approximately 8.67 acres of highway right-of-way on the north side of West Route 66 near Flagstaff Ranch Road. Properties on the north side of the right-of-way include eight separate parcels under different ownership and all located in the General Zone. Properties on the south side of West Route 66 include a mix of zoning classifications including General and Planned Community (PC) identified for general commercial and light industrial use.

## **REQUEST**

An abandonment is requested for 8.67 acres of highway right-of-way to be deeded to adjacent properties.

## **PROPOSED ABANDONMENT**

The County Public Works Department is proposing the abandonment in order to dispose of excess right-of-way for which the County has no foreseeable need. By abandoning the excess right-of-way, the County will not have any responsibility for maintenance or liability for the property. After the abandonment, the remaining right-of-way for West Route 66 would be 132 feet wide, which Public Works anticipates should be enough for any foreseeable County highway purposes. Portions of the abandoned right-of-way are proposed to be conveyed to eight adjacent property owners to be combined with their existing parcels. The portions to be conveyed to the adjacent property owners are of various sizes ranging from 0.45 acres to 1.99 acres.

## **BACKGROUND & DISCUSSION**

In 1967 Frances McAllister deeded a 400-foot strip of right-of-way to ADOT for a potential alignment of I-40. When the dedication was made from McAllister to ADOT, the recorded instrument stated that the land would revert back to the original grantor if the project was abandoned. Ultimately, I-40 was built on a different alignment further to the south. Rather than conveying any portion of the 400-foot right-of-way back to the original grantor, ADOT abandoned the entire Route 66 right-of-way to Coconino County in 1991.

In 1992, Frances McAllister applied for an abandonment of a portion of the right-of-way mostly on the south side of West Route 66 (A-92-1). The abandonment was approved unanimously by the Planning and Zoning Commission on January 5, 1993 and by the Board of Supervisors on February 16, 1993. The abandonment approved in 1993 mainly included a 134-foot wide strip of unused right-of-way on the south side of Route 66, but did not address the equivalent amount of excess right-of-way on the north side of the roadway. The excess 134-foot right-of-way on the north side is the subject of the current request. After this abandonment is completed, there will still be a 132-foot wide right-of-way for Route 66 which will be consistent with the right-of-way width to the east and west of the subject area.

The County Public Works Department is proposing that the right-of-way be abandoned without requiring compensation from the receiving property owners. In 2002, the Arizona Legislature

amended A.R.S. § 28-7215 to allow the Board of Supervisors to vacate a public roadway without compensation in certain circumstances. First, the Board must determine that the roadway has no public use or that it has no market value. Second, the person or entity accepting the public roadway must agree to assume the costs of maintenance and liability for the property. In this case, the proposed abandonment includes excess right-of-way for which Public Works has determined that there is no public use thus satisfying the first condition. In addition, signed statements have been obtained from all of the affected adjacent property owners agreeing to accept responsibility for maintenance and liability for the property thus satisfying the second requirement.



Portions of the proposed abandonment are shown above looking west (left) and looking east (right).

## FINDINGS OF FACT

In order to approve an abandonment, the Planning and Zoning Commission must make the following findings of fact:

1. That said abandonment is in the interests of the general welfare of Coconino County.
2. That said abandonment would not prohibit or unduly inhibit access by the public-at-large, nearby property owners and public utilities.
3. That said abandonment would not eliminate public accessways which may be presently in use or desirable for future use.

Finding #1: The proposed abandonment is in the interests of the general welfare of Coconino County, because it is excess right-of-way that is well beyond any anticipated need for improvements to Route 66, and by abandoning the subject property, the County relieves itself of any responsibility for maintenance and for legal liability for acts occurring on the property. In addition, the abandonment to the adjacent property owners will result in additional taxable property from which the County will receive tax revenue.

Finding #2: The abandonment will not prohibit or unduly inhibit access by the public-at-large, nearby property owners and public utilities. The remaining 132-foot right-of-way will be sufficient for maintaining public access, and easements will be reserved for any public utilities located in the abandoned right-of-way.

Finding #3: The abandonment will not eliminate public accessways which may be presently in use or desirable for future use, because a 132-foot wide right-of-way will remain to accommodate West Route 66 as it currently exists and for any anticipated future improvements.

And to reiterate the findings related to abandonment without compensation by the receiving parties, the right-of-way has no public use and the receiving parties are willing to accept responsibility for maintenance and liability for the property.

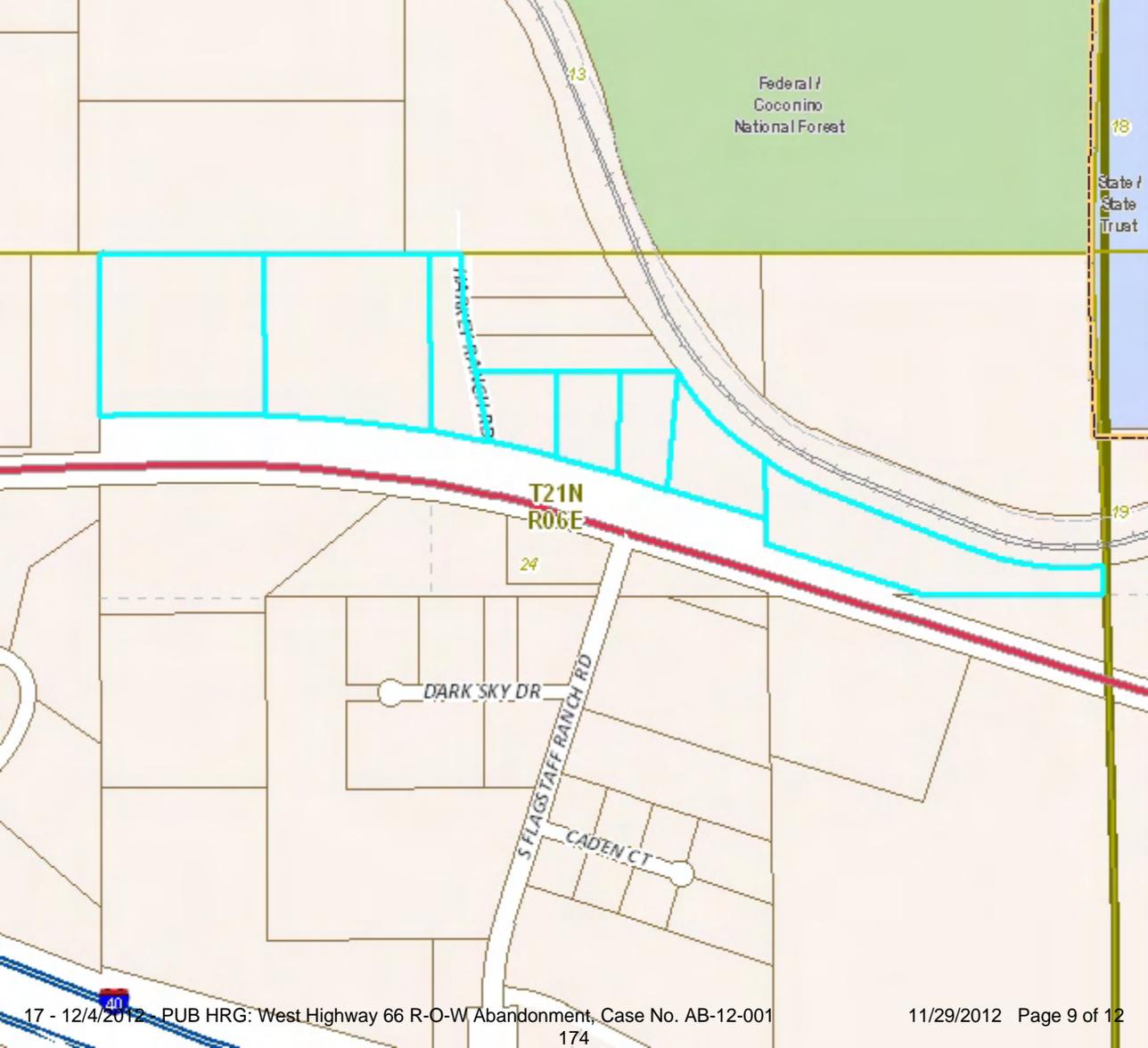
### **RECOMMENDATION**

Based on the foregoing findings of fact, staff recommends approval of AB-12-001 subject to the following conditions.

1. The abandoned property shall be conveyed to the adjacent property owners as depicted on the exhibit submitted by the applicant.
2. Upon conveyance to the adjacent owners, the abandoned parcels shall be combined with the adjacent owners' existing parcels.
3. Easements shall be reserved for any public utilities located in the abandoned right-of-way.
4. Upon approval by the Board of Supervisors, the County Attorney's Office shall prepare the necessary deeds and have them recorded at the County Recorder's Office. The deeds shall indicate that the persons or entities assuming ownership of the property are responsible for maintenance and liability on the property.

Respectfully submitted,

Sue E. Pratt, AICP, Director  
Prepared by John P. Aber, Assistant Director



Federal /  
Coconino  
National Forest

18  
State /  
State  
Trust

T21N  
R06E

24

DARK SKY DR

S FLAGSTAFF RANCH RD

CADEN CT

**Planning and Zoning Commission  
Meeting of October 30, 2012  
Board of Supervisors' Meeting Room  
County Administrative Center  
219 East Cherry  
Flagstaff, Arizona**

**Members Present**

Mark Buzzard – Chairman  
Sat Best – Vice-Chair  
Jack Doggett  
John Ruggles  
Maggie Sacher  
Don Walters  
Mary Williams

**Members Absent**

Tammy Ontiveros

**Staff Present**

Sue Pratt, Director  
John Aber, Interim Assistant Director  
Tiffany Antol, Interim Principal Planner  
Kate Morley, Planner  
Zach Schwartz, Planner  
Jessica Leiser, Deputy County Attorney  
Melinda Rockhold, Recording Secretary

Chairman Buzzard called the meeting to order at 5:36PM. He noted procedures to the Audience.

**I. APPROVAL OF MINUTES**

Meeting of September 25, 2012 – **MOTION:** Commissioner Walters moved to approve the Minutes as written. Commissioner Sacher seconded the Motion. The Motion passed 6-0-1, with Commissioner Williams abstaining.

**II. PUBLIC HEARINGS**

1. Case No. CUP-12-056: A request for Conditional Use Permit renewal (of CUP-07-040) for a cottage industry for an automobile and hotrod restoration business on a 13.36-acre parcel in the General Zone. The property is located at 8311 W. Highway 66 at the intersection of Sherwood Forest Road in Pittman Valley east of Williams, and is identified as Assessor's Parcel Number 203-18-003D.

Applicant: Jon McCormick, Williams, Arizona

Ms. Antol summarized the staff report and noted staff is recommending approval of the renewal request.

There were no questions for staff. Mr. McCormick was present and had no additional comments. Chairman Buzzard asked Mr. McCormick if he had read and understood the conditions. Mr. McCormick said yes.

There was no public comment. The Commission began discussion.

Commissioner Ruggles noted the applicant had asked for a seven year renewal in his renewal letter and staff is recommending five years. Ms. Antol explained the Ordinance allows a maximum of five year intervals for cottage industries.

Commissioner Sacher commended the Applicant on how he has been running his business and stated that is how cottage industries should be run. Commissioner Ruggles agreed and noted he went to the site with staff and stated how clean the site is. He could not even tell there was a business there. Mr. McCormick apologized for not being available when staff went to the site.

**MOTION:** Commissioner Sacher moved to approve Case No. CUP-12-056 as written. Commissioner Ruggles seconded the Motion. The Motion passed unanimously.

2. Case No. AB-12-001: A request for abandonment of County right-of-way along West Route 66 to be abandoned to eight adjacent property owners along the north side of West Route 66 west of the Flagstaff city limits.

Applicant: Coconino County Public Works Department, Flagstaff, Arizona

Mr. Aber read the staff report. Commissioner Doggett asked who is responsible for recording the Combination Form. Mr. Aber explained the property owner is to do the one page application. Once the Combination Form is recorded, the Assessor's Office will issue a new parcel number.

Steve Salazar, Coconino County Public Works Right-of-Way Agent, was available for questions.

Roland Coal, 4550 West Route 66, one of the property owners affected, stated he was in favor appreciated the project.

There were no further public comments.

**MOTION:** Commissioner Ruggles moved to approve Case No. AB-12-001 as written. Commissioner Williams seconded the Motion. The Motion passed unanimously.

Mr. Aber noted the Case goes onto the Board of Supervisors for a final decision and they are working on scheduling the date.

III. CALL TO PUBLIC FOR ITEMS NOT ON THE AGENDA- There was no public.

The meeting adjourned at 8:00PM.

---

Chairperson, Coconino County  
Planning and Zoning Commission

ATTEST:

---

Secretary, Coconino County  
Planning and Zoning Commission



Meeting Date: December 4th, 2012

**DATE:** November 26, 2012  
**TO:** Honorable Chairman and Members of the Board  
**FROM:** Mike Lopker, Deputy Public Works Director  
**SUBJECT:** (Work Session) The State of Transportation Services in Coconino County.

**BACKGROUND:**

The Public Works Department will be presenting Work Session #2 of 6 Sessions on Transportation Services. This scope of this Session will focus on County Roads.

**ALTERNATIVES:**

The following alternatives are available to the Board of Supervisors:

- Participate in the discussion outlined above.
- Cancel or reschedule the presentation.

**FISCAL IMPACT:**

There is no cost to the County to receive this presentation.

**REVIEWED BY ELECTRONIC ROUTING**

**ATTACHMENTS:**

1. Powerpoint presentation to follow.

**Meeting Date: December 4, 2012**  
**Agenda Type: Worksession**

**DATE:** December 4, 2012

**TO:** Honorable Chair and Members of the Board

**FROM:** Judy Weiss, Director, Parks and Recreation Department

**SUBJECT:** Fort Tuthill Master Plan Discussion

**RECOMMENDATION:**

Staff will present the final draft of the Fort Tuthill Master Plan, explain the roles of the various County Commissions involved in final approval of the Master Plan, and discuss priorities for moving forward with available CPOS funds.

The purpose of this worksession is to obtain Board direction for approval of the Master Plan, and to engage in discussion regarding the approval process as well as the priorities to spend the allocated CPOS funding at Fort Tuthill County Park.

**BACKGROUND:**

In October 2011, the Board authorized funding to develop a new Master Plan for Fort Tuthill County Park. The last Master Plan was completed in 1996 and the 2009 Organizational Master Plan contained a variety of recommendations to update the County's signature park.

In addition, over the past 18 months several changes have pointed to the critical need for a new plan:

- Public/private partnership with Flagstaff Extreme – began operation May 2012.
- Public/private partnership with North Pole Experience – will begin operation November 2012.
- ADOT re-alignment of I-17 Exit 337, and entrance to Fort Tuthill – will begin construction in 2013.
- Water/Wastewater project is funded through CPOS and at 10% design.
- Office buildings remodel funded and completed.
- Amphitheater is under new management with more events.
- County horse racing is no longer viable at Fort Tuthill.
- The siting of an APS substation on the Park is imminent.
- The strong desire and community support to acquire an additional 220 acres of State Trust land adjacent to the Fort to increase the acreage of the park to 630 acres.

In January of 2012, the Board approved the contract with master plan consultants JWA Architects and Olsson Associates. A stakeholders group was immediately formed to be the foundation of the public input process. This group met monthly over a five month period and comprised local "subject matter experts" on the various aspects of Fort Tuthill.

The process was also shaped by a significant amount of public input. In February and March, focus group meetings were held with more than 30 groups and approximately 65 participants. Two general public meetings were organized in the evenings at the County administrative building and were attended by approximately 150 people. Four other public hearings in conjunction with public meetings are scheduled. In addition, other opportunities for input were made available by surveys, the County's website and Facebook page.

On August 2, the Parks and Recreation Commission recommended approval of the Master Plan.

On August 21, the Board of Supervisors heard a presentation on the plan but did not have adequate time to thoroughly review the concept. In addition, there were some questions regarding the sequence of approvals and permitting requirements.

Community Development staff will be at the worksession to discuss the role of the Planning and Zoning Commission in County master plan projects such as the one before the Board with Fort Tuthill County Park. Parks and Recreation staff will explain the role of the Parks and Recreation Commission in the planning process.

The Board will also be presented with a matrix of recommendations for prioritizing the various components of the Master Plan.

#### **ALTERNATIVES:**

#### **FISCAL IMPACT:**

Fort Tuthill County Park improvements are funded through the Coconino Parks and Open Space (CPOS) Program. In August 2011, the most recent Board re-programming authorized \$4,145,012 in CPOS funding to Fort Tuthill which will implement some portions of the Master Plan.

The overall consultant estimate to accomplish the entire master plan in today's dollars without phasing is \$74,727,435 and represents an "order of magnitude" for each plan component.

#### **REVIEWED BY ELECTRONIC ROUTING**

#### **ATTACHMENT:**

Draft Master Plan

Powerpoint?

Priority Recommendations Matrix

# Fort Tuthill County Park Master Plan

Board of Supervisors Worksession  
December 4, 2012

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# Background

- History
  - Portions of the Park on the National Historic Register
  - Built in the 1930's as a National Guard installation
  - Shooting range still exists
  - 1955, Governor Ernest McFarland created the Fort Tuthill Coconino County Park and Recreation area.



General Alexander Tuthill

# Why Master Plan Now?

- Fort Tuthill is 80+ years old
- Some improvements have been made, most infrastructure is original



# Why Master Plan Now?

- More recent developments:
  - Public/private partnership with Flagstaff Extreme – began operation May 2012
  - Public/private partnership with North Pole Experience –began operation November 2012
  - ADOT re-alignment of I-17 Exit 337, and entrance to Fort Tuthill – will begin construction in 2013
  - Water/Wastewater project is funded and at 10% design
  - Office buildings remodel funded and recently completed
  - Amphitheater is under new management with more events
  - County horse racing is no longer viable at Fort Tuthill
  - The siting of an APS substation on the Park is imminent
  - The strong desire and community support to acquire an additional 220 acres of State Trust land adjacent to the Fort to increase the acreage of the park to 630 acres.

# Public Input

- Stakeholders group:
  - Arizona Game and Fish
  - US Forest Service
  - 4H/Arizona Extension Services
  - A member of the equestrian community
  - Members of the Parks and Recreation Commission
  - Director of the Fort Tuthill Military Museum
  - Flagstaff Biking Organization
  - County community development staff
  - Director of the Flagstaff Convention and Visitors Bureau

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# Public Input

- Monthly meetings of Stakeholders Group, February-July
  - 9 different group representatives
- In February and March, focus group meetings were held with more than 30 groups and approximately 65 participants.
- Two general public meetings were organized in the evenings at the County administrative building and were attended by approximately 150 people.
- 6 other public hearings in conjunction with public meetings.
- Other opportunities for input were made available by surveys, the County's website and Facebook page.
- August 2, 2012, Parks and Recreation Commission recommended approval.
- August 21, 2012, CCPR presented the concept to the Board

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{ 6 }

# Guiding Principles

- *Principle 1: A Year Round Facility*

Fort Tuthill should be positioned with infrastructure, facilities, programs, and activities that make its use available to citizens and visitors throughout the year.

- *Principle 2: A Recreation Destination*

Fort Tuthill should be designed and marketed to be a recreation destination that provides unique facilities, events and activities that draw locally and regionally, and that generate a significant and positive economic impact to the County.

- *Principle 3: Balance of Natural Area and High Activity Areas*

Fort Tuthill is a unique place and should be designed to balance uses that conserve and protect the natural open space and promote large scale, high impact activities/events as well as local day use.

- *Principle 4: Cultural and Historic Value*

Care should be taken to preserve the historic register status of the Fort and to promote the region's agricultural and rural heritage.

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# Guiding Principles-Strategic Considerations

- Sustainability. Design using environmentally sustainable practices and land use policies paying particular attention to forest stewardship.
- Dark sky and view sheds. Respect should be given to Flagstaff's unique dark sky ordinance with lighting design. View sheds to the surrounding landscape should be maintained or enhanced.
- Recreational needs. Recreation programming requires appropriate facilities. Consideration should be given to filling recreation service gaps and designing to accommodate appropriate and needed recreation services. Partnerships in the provision of these services is a key factor.
- Community engagement. Fort Tuthill County Park is a public park and community engagement for physical design of the park as well as services provided should require community dialog and implementation of as many of the public's desires that are feasible.
- Community connections. The design of the park should seek to connect our communities with programming, services and amenities including trails. The experience at the park is further enhanced with adequate way finding and a thoughtful circulation element.

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# Approval Process – Role of the Parks and Recreation Commission

- ARS 11-934: “...advise the board in matters relating to county parks and recreation programs.”
  - No statutory authority beyond advice.
- In practice, involved with project/plan updates throughout the process
- *Recommendation to BOS*
  - After all public input, prior to P&Z and BOS approval
    - P&Z should be aware of PRC recommendation
  - FTCP Master Plan was recommended for approval by the PRC on August 2.

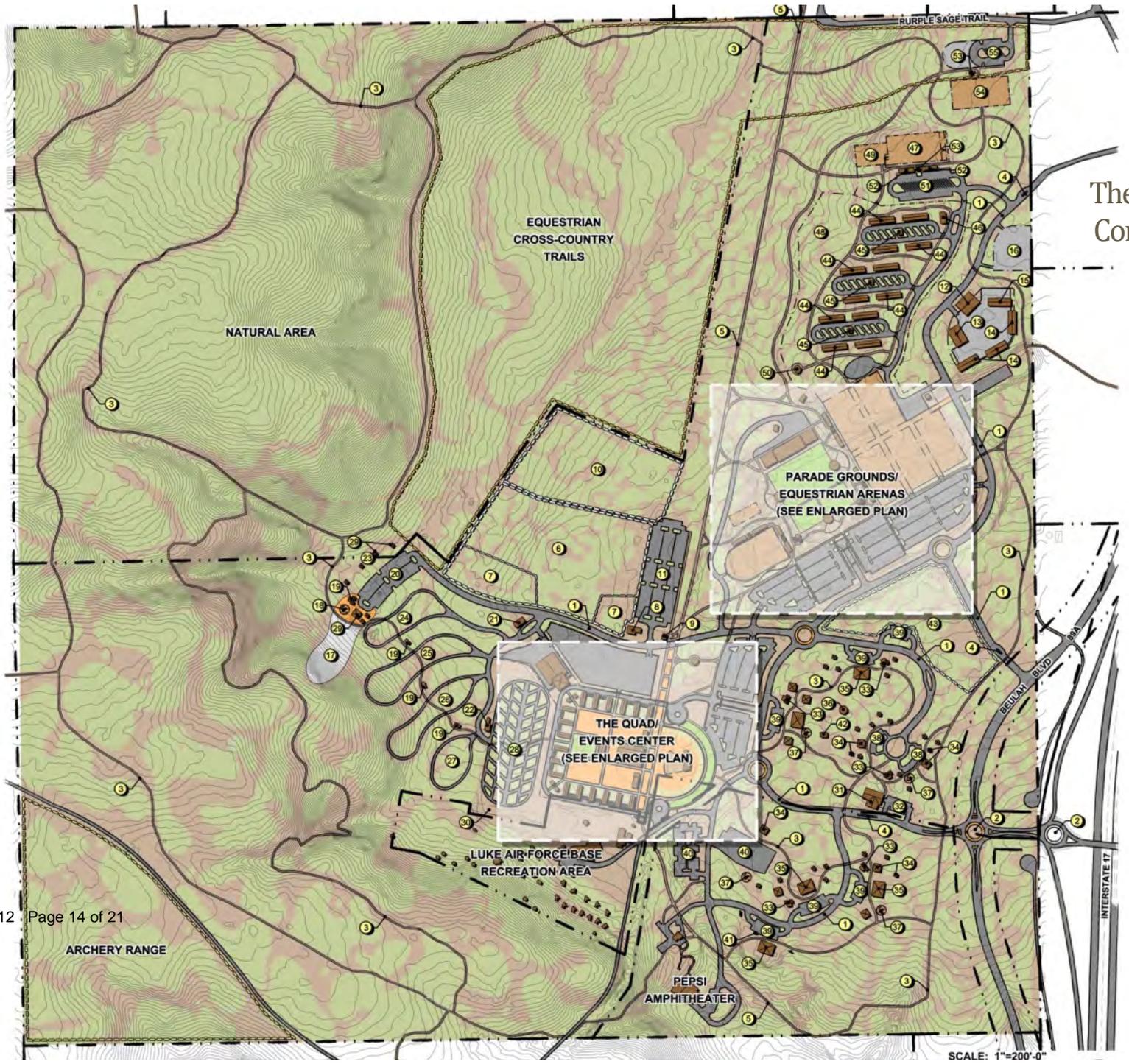


# Approval Process – Role of the Planning and Zoning Commission

- Fort Tuthill is located outside the Flagstaff City Limits and is under County Jurisdiction for Zoning. The current zoning is OS (Open Space & Conservation)
- Public or private parks are listed as a Conditional Use in the OS Zone
- County policy decision made in 1990s that all County parks would go through the CUP process
- The 1995 Master Plan and Amphitheater were processed through the CUP Process in 1999-2001
- CUP process allows for additional public participation and input and ensures that the County follows the same rules imposed on private development
- P&Z Commission considers the master plan from land use perspective, reviewing it for compliance with the County Zoning Ordinance and Comprehensive Plan
- Without a CUP, public/private partnerships at the park such as Flag Extreme and North Pole Experience would be getting a special privilege not available to similar uses on private property
- CUP approval generally includes a requirement for CUP modification if major changes are proposed to the master plan
- The Planning and Zoning Commission is the decision-making authority for a CUP unless appealed to the Board of Supervisors

# Approval Process – Role of the Planning and Zoning Commission (cont'd)

- With CUP in place, any new construction, redevelopment, or remodel follows the development permitting process—it must be consistent with the approved master plan and CUP
- Zoning Review for setbacks, parking, signs, landscaping, lighting, other zoning ordinance development standards (as modified through the CUP process)
- Building Permit for compliance with applicable Building Codes
- Public Health Services District for wastewater and other pertinent Health Codes and Requirements



# The Master Plan Concept

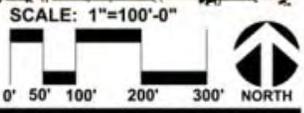
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SCALE: 1"=200'-0"



**KEY NOTES**

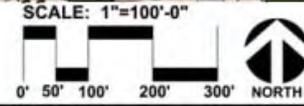
- ① YEAR-ROUND EVENT CENTER W/ RESTROOMS
- ② MILITARY MUSEUM
- ③ MESS HALL
- ④ MODEL RAILROAD BUILDING
- ⑤ GEM AND MINERAL BUILDING
- ⑥ MEETING ROOM
- ⑦ DISPLAY BUILDING
- ⑧ MULTI-USE BUILDING
- ⑨ RESTROOMS
- ⑩ LIVESTOCK AREA
- ⑪ LIVESTOCK JUDGING
- ⑫ LIVESTOCK SERVICE AREA
- ⑬ CARNIVAL GROUNDS
- ⑭ CEREMONIAL GATEWAY
- ⑮ HISTORIC WATER TOWER
- ⑯ PERFORMANCE AREA/ EAST PLAZA
- ⑰ EVENT START/ FINISH LINE
- ⑱ PEDESTRIAN BOULEVARD
- ⑲ REMODELED TRAILHEAD RAMADA W/ RESTROOMS
- ⑳ PUBLIC DROP-OFF
- ㉑ TRANSIT DROP-OFF
- ㉒ SERVICE DRIVE/ ACCESS AND PARKING
- ㉓ FEE COLLECTION GATEWAY
- ㉔ PARKING LOT (126 SPACES)
- ㉕ PARKING LOT (189 SPACES)



**THE QUAD/ EVENTS AREA**

**KEY NOTES**

- 26 RENOVATED GRANDSTAND/ EVENT CENTER
- 27 EVENT SERVICE AREA ACCESS
- 28 LARGE SHADE RAMADA
- 29 CONTROL/ JUDGING AREA
- 30 EVENT OFFICE
- 31 EVENT OFFICE W/ RESTROOMS
- 32 SPECTATOR SEATING
- 33 JUDGE TOWER/ OFFICE
- 34 SMALL EVENT AREA (60'X160')
- 35 DEMOLITION DERBY
- 36 EXISTING WELL-HEAD
- 37 SPECTATOR EVENT ARENA (150'X300')
- 38 WARM-UP ARENA (150'X300')
- 39 DRESSAGE (66'X198')
- 40 ANIMAL MOVEMENT ZONE
- 41 SCREEN WALL
- 42 PARKING LOT (320 SPACES)
- 43 PARKING LOT (464 SPACES)
- 44 FEE COLLECTION GATEWAY



**PARADE GROUNDS/ EQUESTRIAN ARENAS**

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# Implementation Priorities

Consultants contract included cost estimates for MP components:

Project	Estimated Cost
Infrastructure	4,742,865
Campground	5,992,968
The Quad/Events Area	18,424,826
“Extreme sports” Area	1,014,051
Passive Park and Picnic Areas	13,324,082
Parade Grounds and Arenas	13,731,216
Maintenance Area	4,596,582
Equestrian Stables and Arenas	10,699,772
Trails	2,201,074
<b>TOTAL</b>	<b>\$74,727,435</b>
<b>FTCP CPOS FUNDS AVAILABLE</b>	<b>\$4,145,012</b>

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# Implementation Priorities

- Priority Matrix
  - 6 criteria
  - Each project ranked and scored
  - Priorities in line with Stakeholder and Parks and Recreation Commission input
- Top 3 priorities
  1. Campground
  2. Equestrian Stables and Arenas
  3. Passive Park and Picnic Areas



# Fort Tuthill County Park Master Plan

Board of Supervisors Worksession  
December 4, 2012

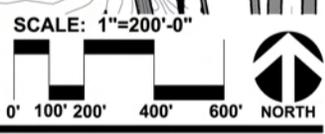
**Fort Tuthill Master Plan  
Priority Matrix**

Project	Cost Estimate	Score	Priority	Notes
Infrastructure (Major Roadways)	\$ 4,742,865	15	6	
Campground (Snow Play, Group Camping and Trailhead, Campground and Host, RV Park)	\$ 5,992,968	21	1	This facility is currently generating revenue but is in dire need of amenity upgrade. Revenue potential is significant. This facility has potential for outsourcing of both the capital improvement and operations. Could be standalone project.
The Quad/ Events Area (Livestock Building/Service Area, Old Fort Buildings, Perimeter Courts, Quad, Carnival Grounds, East Plaza, Central Trailhead, Fort Pking)	\$ 18,424,826	17	5	
'Extreme' Sports Area (Northwest Parking, Bike Skills)	\$ 1,014,051	16	4	
Passive Park and Picnic Areas (South and North Picnic Areas, Park Office and Parking, Disc Golf)	\$ 13,324,082	19	3	Revenue generation potential is significant. Infrastructure (restrooms, roadways and parking) needed to make this area viable.
Parade Grounds and Arenas (Northeast Parking, Parade Grounds, Ramadas and Toilets, Demolition Derby, Grandstand/Service, Equestrian Area/Service)	\$ 13,731,216	15	7	
Maintenance Area (Maintenance Area Expansion)	\$ 4,596,582	8	9	
Equestrian Stables and Arenas (Stables and Host, Posse Arena Parking, Community Arena)	\$ 10,699,772	20	2	Equestrian use represents the highest percentage of facility renters at FTCP. Project sequencing will be an issue.
Trails (North Trailhead, Trails Upgrade)	\$ 2,201,074	9	8	
Total Estimate	\$ 74,727,436			
Total Available in CPOS Funding	\$ 4,145,012			

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11/29/2012

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**KEY NOTES**

- |   |   |  |   |
|---|---|--|---|
| <p><b>CIRCULATION</b></p> <ul style="list-style-type: none"> <li>① 34' WIDE PARK ROADWAY W/ BIKE LANE</li> <li>② FUTURE ADOT ROUNDABOUT</li> <li>③ 8' WIDE PEDESTRIAN TRAIL/ SIDEWALK</li> <li>④ CONTACT STATION/ ACCESS CONTROL</li> <li>⑤ FUTS TRAIL</li> </ul> <p><b>'EXTREME SPORTS' AREA</b></p> <ul style="list-style-type: none"> <li>⑥ EXISTING FLAGSTAFF EXTREME SITE</li> <li>⑦ EXPANDED FLAGSTAFF EXTREME ZONES</li> <li>⑧ VISITOR CENTER</li> <li>⑨ GUARD HOUSE</li> <li>⑩ BIKE SKILLS PARK</li> <li>⑪ PARKING LOT (248 SPACES)</li> </ul> <p><b>MAINTENANCE AREA</b></p> <ul style="list-style-type: none"> <li>⑫ CINDER BARN</li> <li>⑬ FAIR STORAGE</li> <li>⑭ PARKS BUILDING</li> <li>⑮ PUBLIC WORKS/ PARKS BUILDING</li> <li>⑯ APS SUBSTATION</li> </ul> | <p><b>CAMPGROUND</b></p> <ul style="list-style-type: none"> <li>⑰ SNOW PLAY AREA</li> <li>⑱ PLAYGROUND</li> <li>⑲ RESTROOMS</li> <li>⑳ PARKING LOT (120 SPACES)</li> <li>㉑ CAMP HOST</li> <li>㉒ RV HOST/ WASH HOUSE</li> <li>㉓ GROUP CAMPING AREA (4 SITES)</li> <li>㉔ CAMP LOOP 'A' (45 TENT SITES)</li> <li>㉕ CAMP LOOP 'B' (60 TENT SITES)</li> <li>㉖ CAMP LOOP 'C' (55 TENT SITES)</li> <li>㉗ CAMP LOOP 'D' (30 TENT AND RV SITES)</li> <li>㉘ RV CAMPING (34 RV SITES)</li> <li>㉙ SHADE RAMADA</li> <li>㉚ LANDSCAPE BUFFER</li> </ul> | <p><b>PARK ENTRY AND PICNIC AREAS</b></p> <ul style="list-style-type: none"> <li>⑳ PARK OFFICE/ VISITOR CENTER (15,000 SF)</li> <li>㉑ PARKING LOT (25 SPACES)</li> <li>㉒ RESTROOMS</li> <li>㉓ SHADE RAMADA</li> <li>㉔ GROUP PAVILION</li> <li>㉕ EXISTING RAMADA TO REMAIN</li> <li>㉖ PLAYGROUND</li> <li>㉗ PARKING LOT (15 SPACES)</li> <li>㉘ PARKING LOT (25 SPACES)</li> <li>㉙ EXISTING PARKING LOT TO REMAIN</li> <li>㉚ MILITARY INCINERATOR/ INTERPRETIVE SITE</li> <li>㉛ HISTORIC STRUCTURE TO REMAIN</li> <li>㉜ DISC GOLF</li> </ul> | <p><b>EQUESTRIAN AREA</b></p> <ul style="list-style-type: none"> <li>④④ STABLES (24 STALLS)</li> <li>④⑤ RESTROOMS</li> <li>④⑥ STABLE HOST</li> <li>④⑦ EXISTING POSSE ARENA</li> <li>④⑧ EQUESTRIAN CAMPING AREA</li> <li>④⑨ WARM-UP ARENA</li> <li>④⑩ EXISTING POSSE RAMADA</li> <li>④⑪ PARKING LOT (73 SPACES)</li> <li>④⑫ SPECTATOR SEATING</li> <li>④⑬ RESTROOMS</li> <li>④⑭ COMMUNITY ARENA</li> <li>④⑮ PARKING LOT (29 SPACES)</li> </ul> |
|---|---|--|---|

## **Roundtable**

A. Roundtable: To be discussed (Pursuant to A.R.S. § 38-431.02H – These matters will not be acted upon):

- Planning Calendar for 2012
- Future Agenda Items
- State and Federal Legislation
- CSA Update
- NACO Update
- County Manager's Report
- Chair's Report
- Reports from Supervisors - (Update on new projects, requests for services & initiatives.)
  - District 1 – Supervisor Taylor
  - District 2 – Supervisor Archuleta
  - District 3 – Supervisor Ryan
  - District 4 – Supervisor Metzger
  - District 5 – Supervisor Fowler
  - Other