



February 5, 2013

**REGULAR MEETING OF THE COCONINO COUNTY BOARD OF SUPERVISORS,
THE FLOOD CONTROL DISTRICT BOARD OF DIRECTORS
THE PUBLIC HEALTH SERVICES DISTRICT BOARD OF DIRECTORS,
BUCKBOARD TRAIL COUNTY IMPROVEMENT DISTRICT BOARD OF DIRECTORS,
LINDA LANE COUNTY IMPROVEMENT DISTRICT BOARD OF DIRECTORS,
RODEO DRIVE COUNTY IMPROVEMENT DISTRICT BOARD OF DIRECTORS,
RUDD TANK COUNTY IMPROVEMENT DISTRICT BOARD OF DIRECTORS
AND WORK SESSIONS OF THE COCONINO COUNTY BOARD OF SUPERVISORS
AND THE FLOOD CONTROL DISTRICT BOARD OF DIRECTORS**

10:00 A.M. -- Regular Meeting

1:00 P.M. – Work Session

219 E. Cherry, Flagstaff, Arizona

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.

REGULAR MEETING

10:00 A.M.

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).

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.

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.

Call to Order

Pledge of Allegiance

Call to the Public

Consent Items

1. Approval of the following regular session minutes: January 8, 2013, January 15, 2013 as well as approval of the following work session minutes: June 19, 2012, August 7, 2012, August 21, 2012, October 16, 2012, November 20, 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. **Board of Supervisors**

<u>Run Date</u>	<u>Warrant Number</u>	<u>Computer Register Total</u>
01/10/13	91306507-91306696	\$2,353,390.34
01/10/13	*622-634	\$48,565.32
01/17/13	91306697-91306983	\$1,349,290.27
01/17/13	*635-660	\$80,372.62
01/22/13	**WW 278080.28	\$278,080.28
01/24/13	91306984-91307148	\$2,308,850.99
01/24/13	*661-671	\$68,504.05

*Electronic Fund Transfers
 ** Wire Transfer

3. Approval of settlement for a 2012 Full Cash Value/Limited Property Value of \$69,340 re: the property tax appeal of BES Holdings LLC v Coconino County, Case #ST2012-000477. **Assessor**

4. Appointment of Christy JD Nations to the Coconino County Inter-Tribal Advisory Council for a 6-year term to begin February 1, 2013 and expire January 31, 2019. **Board of Supervisors**
5. Approval of Community Grant Funding from District 3-\$5000 to Flagstaff Biking Organization (FBO) to assist with costs associated with building a fence around the I-40 underpass on the Flagstaff Loop Trail per ADOT requirement and specification. **Board of Supervisors**
6. Approval of Community Grant Funding from District 3-\$4,000 to Inspirations, Inc. to assist with costs associated with building a veteran's memorial statue in Williams, Arizona. **Board of Supervisors.**
7. Approval of an Intergovernmental Agreement (IGA) between Coconino County Juvenile Court Services (CCJCS) and the Coconino County Regional Accommodation School District #99 (CCRASD) in the amount of \$ 40,000.00 for FY 2012. **Juvenile Court**
8. Approval to dispose Parks and Recreation surplus property by on-line auction firm Public Surplus® **Parks and Recreation**
9. Approval of a License Agreement between the County and the Flagstaff Archers Archery Club at Fort Tuthill County Park. **Parks and Recreation**
10. Approval to apply for a \$200,000.00 Highway Safety Improvement Program (HSIP) grant for roadway sign panel replacements through FY2016. **Public Works**
11. Approval to apply for a \$28,480,000 Federal Lands Access Program Grant for FH3 (Lake Mary Road) Improvements, with the County matching funds of \$1,482,000; and approval to apply for a \$15,300,000 Federal Lands Access Program Grant for Mormon Lake Road Improvements, with the County matching funds of \$872,100 **Public Works**
12. Confirm appointment of Donna Casner as Chief Deputy Recorder. **Recorder**
- 12.A. Approval of Resolution 2013-06, Authorizing Attorney General's Office to represent Coconino County in Transwestern Pipeline Company v. Arizona Department of Revenue et al., TX2013-000241. **County Attorney**

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

13. Delegate authority to sign Settlement and Release Agreements negotiated with private property owners in the Schultz Flood area in conjunction with design and implementation of

flood mitigation capital projects, to the Public Works Director, up to \$50,000.00. **Flood Control District**

14. Approve Modification 7 to the existing Emergency Watershed Protection Technical Assistance Agreement between the Coconino County Flood Control District and the Natural Resources Conservation Service for Phase 8 engineering and design work in the Schultz Flood area, in the amount of \$112,532.50, with no direct County funding commitment.

Flood Control District

15. Approve and accept an increase in federal financial assistance and total project costs under the Natural Resources Conservation Service's Emergency Watershed Protection Program from the originally approved amount of \$9,723,333 to \$11,859,669; comprised of \$9,276,116 in federal funding and \$2,583,553 in local matching funds; for watershed restoration and flood mitigation projects in the Schultz Fire and Flood area. **Flood Control District**

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

16. Approve grant from the Arizona Animal Companion Spay / Neuter Committee for the period of October 17, 2012 through August 15, 2013 in the amount of \$8,000 for domestic dogs and cats and \$2,000 for feral cats. **Public Health Services District**

17. 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**

18. Approval of the contract between the Coconino County Public Health Services District (PHSD) and the Arizona Family Health Partnership (AFHP) in the amount of \$139,500 for the period of December 31, 2012 to December 30, 2013. **Public Health Services District**

The Public Health Services District Board of Directors will resolve as Board of Supervisors
The Board of Supervisors will resolve as Buckboard Trail County Improvement District Board of Directors

19. Approval of Resolution 2013-01 to dissolve Buckboard Trail County Improvement District. **Buckboard Trail County Improvement District**

The Buckboard Trail County Improvement District will resolve as the Board of Supervisors
The Board of Supervisors will resolve as Linda Lane County Improvement District Board of Directors

20. Approval of Resolution 2013-01 to dissolve the Linda Lane County Improvement District. **Linda Lane County Improvement District**

The Linda Lane County Improvement District Board of Directors will resolve as the Board of Supervisors

The Board of Supervisors will resolve as Rodeo Drive County Improvement District Board of Directors

21. Approval of Resolution 2013-01 to dissolve Rodeo Drive County Improvement District. **Rodeo Drive County Improvement District**

The Rodeo Drive County Improvement District Board of Directors will resolve as the Board of Supervisors

The Board of Supervisors will resolve as the Rudd Tank County Improvement District Board of Directors

22. Approval of Resolution 2013-01 to Dissolve Rudd Tank County Improvement District. **Rudd Tank County Improvement District**

The Rudd Tank County Improvement District Board of Directors will resolve as the Board of Supervisors

(Immediately Following) **Action Items**

23. Accept funding in the amount of \$25, 282.24 from the dissolution of four County Improvement Districts. **Public Works**
24. PUBLIC HEARING AND CONSIDERATION OF: Adoption of Resolution 2013-10, to establish a home detention program for persons who are sentenced to jail confinement pursuant to -28-1381 or -28-1382. **Courts**
25. Award RFP 2012-109 home detention/electronic monitoring/continuous alcohol monitoring and enter into a contract with GPS Monitoring Solutions. The term of this Agreement shall be from the date of approval by the Board of Supervisors through June 30, 2014. **Courts**
26. PUBLIC HEARING AND CONSIDERATION OF: Resolution No. 2013-04 for Case No. CUP-12-50: An appeal of Planning and Zoning Commission action denying a Conditional Use Permit requesting a guest house exceeding the allowable size and distance requirements (925 square feet and 96 feet from the main dwelling) on 2.5 acres in the AR-2.5 (Agricultural Residential, 2.5 acre minimum parcel size) Zone. The property is located at 8170 E. Mercury Drive in Doney Park, and is identified as Assessor's Parcel Number 301-18-032. Appellant: Jose R. Meza, Flagstaff, Arizona. **Community Development**

Roundtable

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

- Board Member Assignments to Boards and Committees
- Strategic Priority Area Descriptions and Strategies
- Planning Calendar for 2013
- 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 Babbott
 - District 2 – Supervisor Archuleta
 - District 3 – Supervisor Ryan
 - District 4 – Supervisor Metzger
 - District 5 – Supervisor Fowler
 - Other

Recess for lunch

1:00 P.M. – WORK SESSION

Work Session Items:

- B. Dr. Bornstein, president of Coconino Community College BOS presentation.
- C. Board of Supervisors Job Duties & Ethics. **County Attorney**
- D. (Approximately 3-5 p.m.) Presentation to, and discussion with the Flood Control District Board of Directors to include information concerning the process for developing all contracts and agreements necessary to authorize construction of watershed restoration and flood mitigation projects in the Schultz Flood area under the Natural Resources Conservation Service's Emergency Watershed Protection Program; as well as the process and timelines associated with obtaining required approvals from the Board of Directors and all other required agencies. **Flood Control District**

Adjourn

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the Coconino County Administration Building, 219 East Cherry Avenue, Flagstaff, Arizona, on this date: _____ at _____ am / pm (circle one) in accordance with the statement filed by the Coconino County Board of Supervisors with the Clerk of the Board dated this _____ day of _____, 2013.

Wendy Escoffier, Clerk of the Board

OFFICE OF THE COCONINO COUNTY BOARD OF SUPERVISORS,
PUBLIC HEALTH SERVICES DISTRICT BOARD OF DIRECTORS, AND THE
JAIL DISTRICT BOARD OF DIRECTORS
TUESDAY, JANUARY 8, 2013

The Board of Supervisors, the Jail District Board of Directors, the Public Health Services District Board of Directors, met in Regular Session on Tuesday, January 8, 2013, 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: Vice Chairwoman Elizabeth C. Archuleta, Supervisor Matthew Ryan, Supervisor Art Babbott, Supervisor Mandy Metzger, and Supervisor Lena Fowler.

Also Present: Senior Civil Deputy County Attorney William Ring, Health/Clinical Services Clinical Services Manager Kimbal Babcock, Sheriff's Office Administrative Operations Manager Kathleen Levinson, Interim County Manager Mike Townsend, Public Works Fleet Services Manager Byron Browning, Budget Manager Megan Zickerman, Deputy Clerk of the Board Sharon David, Human Resources HR Director Allison Eckert, Community Development Director Sue Pratt, Public Works Deputy Director Mike Lopker, Parks & Recreation Director Judy Weiss, Recording Specialist Jonathan McIntosh, and Clerk of the Board Wendy Escoffier.

Call to Order

Vice Chairwoman Archuleta called the meeting to order at 10:00 a.m. and led the Pledge of Allegiance. The Board expressed appreciation for those who assisted during the swearing-in ceremony and expressed enthusiasm for the new year.

Call to the Public for items not listed on the Agenda.

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

Board of Supervisors Consent Agenda Items

Vice Chairwoman Archuleta made a correction to agenda item 15: resolution number should be 2013-09. Supervisor Metzger asked to separate item 11. Vice Chairwoman Archuleta requested that she be removed from agenda item 14.

Motion: Approve consent agenda with the exception of item 11 and make modification to resolution in number 15 and remove Vice Chairwoman Archuleta from precinct#15 on agenda item 4 **Action:** Approved, **Moved by** Supervisor Ryan, **Seconded by** Supervisor Fowler.

Passed: Unanimously.

1. Regular 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>
12/06/2012	91305366-91305709	\$1,285,980.62
12/06/2012	*EFT 549-572	\$124,319.65
12/13/2012	91305710-91305940	\$2,470,042.82
12/13/2012	*EFT 573-581	\$163,073.40
12/20/2012	91305941-91306165	\$1,316,682.20
12/20/2012	*EFT 582-598	\$26,348.88
12/26/2012	**WW 427352	\$308,528.81
12/27/2012	91306168-91306375	\$3,116,532.61
12/27/2012	*EFT 599-614	\$54,017.63

*EFTs = Electronic Fund Transfers

**WW = Wire Transfer

2. Approval of settlement for 2012 Full Cash Values/Limited Property Values as listed in the staff report dated December 18, 2012 re: the property tax appeal of Luke Investors Partnership & MS/DS Flag LLC v. Coconino County, Case #TX2011-000773. **Assessor**
3. Accept for filing the Tax Year 2013 Coconino County Tax Assessment Roll and Abstract from the Clerk of the Board, pursuant to ARS 42-15155. **Assessor**
4. **Amended to take out Elizabeth Archuleta's name.** Appoint Carmen Gallus, Precinct #2; Henry Holt II, Precinct #4; Joshua Abrahamsen, Precinct #9; Elizabeth Archuleta, Precinct #15; Beth Schuck, Precinct #19; Anita Howard, Precinct #52; Ruby Chaney, Precinct #62; as Precinct Committee persons as requested by the Coconino County Democratic Party. **Board of Supervisors**
5. Approval of Community Grant Funding from District 2-\$1,000; District 3-\$1,000; District 4-\$1,000 for a total of \$3,000 to Poore Medical Clinic to assist with costs associated with providing free medical care. **Board of Supervisors**
6. Approval of a two-year extension, to January 11, 2015, for filing the Final Plat for the Kachina Village North Subdivision consisting of 130 lots located at Kachina Village. **Community Development**

7. Reappointment of Craig Bearchell to the Coconino County Board of Adjustment to a four year term beginning April 1, 2011 to March 31, 2015. **Community Development**
8. Accept a Hazardous Materials Emergency Preparedness (HMEP) Grant for funds from AZSERC to Coconino County Emergency Management in the amount of \$3,067.
County Manager
9. Approve a Fund Transfer of \$9.95 from the General Fund to cover the CFY12 deficit in the Office of Emergency Management fund 1101. **County Manager**
10. Approval of the Superior Court Judge Pro Tempore appointment of Erika Arlington for the term of January 1, 2013 through June 30, 2013. **Courts**
11. Approve the disposal of surplus property by on-line auction firm Public Surplus. **Public Works**
12. Approve the first renewal of an Agreement with Olsson Associates Inc. and the County for on-call professional engineering services from August 1, 2012 to July 31, 2013, up to \$250,000 per project. **Public Works**
13. Approve the Memorandum of Understanding (MOU) with the National Park Service, US Department of Interior (NPS) to provide mutual law enforcement within and outside of the Grand Canyon National Park through 12/31/16. **Sheriff's Office**
14. Approve the Memorandum of Understanding 13-MU-11030420-015 with the USDA, Forest Service, Coconino National Forest to provide cross certification of Forest Service law enforcement officers for a five year term. **Sheriff's Office**
15. **Resolution number altered by Board at vote.** Approval of Resolution 2013-02 to continue funding for Year 4 of Arizona Education Service Agency Professional Development (AZ ESA PD) Grant from Arizona Department of Education which will provide collaborative professional development in English Language Arts Common Core implementation and content literacy, for thirty teachers in Coconino County, from January 1, 2011, through August 30, 2013. **Superintendent of Schools**
16. Approval of Resolution 2013-03 to continue funding of the Coconino County Title III Consortium grant from the Arizona Department of Education which will provide funding for supplemental programs for English Language Learners at Grand Canyon Schools and Peak Charter School. **Superintendent of Schools**

Separated item:

11. **Separated.** Approve the disposal of surplus property by on-line auction firm Public Surplus. **Public Works**

At the request of Supervisor Metzger requested Public Works Deputy Director Mike Lopker and Public Works Fleet Services Manager Bryon Browning explained fiscal details of the auction process.

Motion: Approve the disposal of surplus property by on-line auction firm Public Surplus.

Action: Approved, **Moved by** Supervisor Metzger, **Further discussion:** Supervisor Metzger asked what decides the prices. They spoke with Mr. Browning about the bidding process.

Seconded by Supervisor Ryan. **Passed:** Unanimously.

Motion: Resolve as the Health District Board of Directors. **Action:** Resolved, **Moved by,** Supervisor Metzger **Seconded by** Supervisor Babbott. **Passed:** Unanimously

Health District Board of Directors Consent Agenda Items:

17. Approval of Budget Adjustments and Transfers between Public Health Services District cost centers to resolve FY12 and FY13 ending fund balances. **Public Health Services District**

18. Approval of Sub-Recipient Agreement with North Country HealthCare in the amount of \$5,000 for the period of October 1, 2012 to September 30, 2013, for the provision of physical activity programs and trainings at Killip Elementary School. **Public Health Services District**

19. Approval of a staffing request to convert a previously-approved 1.0 FTE Temporary Appointment Nutrition Counselor to a 1.0 FTE Limited Appointment Nutrition Counselor for the CCPHSD Women, Infants and Children (WIC) program for the period October 1, 2012 to September 30, 2013. **Public Health Services District**

Motion: Approve the consent agenda. **Action:** Approved, **Moved by** Director Babbott, **Seconded by** Director Ryan. **Passed:** Unanimously.

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

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

Jail District Board of Directors Consent Agenda Items:

20. **Separated.** Approve the budget amendment and Intergovernmental Agreement with Coconino County Community College to provide instruction and administration of the National Institute of Corrections (NIC) course, Thinking for a Change incorporating 7 Habits on the Inside, to the eligible inmates of the Detention Facility through June 30, 2014 not to exceed \$54,000 per year. **Jail District**

The Jail District Board of Directors discussed the following with Operations Manager Kathleen Levinson: the benefit of the item for inmates, funding for the item, and discussed education for inmates.

Motion: Approve the budget amendment and Intergovernmental Agreement with Coconino County Community College to provide instruction and administration of the National Institute of Corrections (NIC) course, Thinking for a Change incorporating 7 Habits on the Inside, to the eligible inmates of the Detention Facility through June 30, 2014 not to exceed \$54,000 per year.

Action: Approved, **Moved by** Director Fowler, **Seconded by** Director Metzger. **Passed:** Unanimously.

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

Action Items

21. Approve Resolution 2013-01: 2012 Property Tax Classification Appeals, ordering property tax reclassifications as indicated on attachment A. **Board of Supervisors**

Clerk of the Board Wendy Escoffier, Chief Deputy Assessor Armando Ruiz, and Assessor Christine Mazon discussed the following topics with the Board of Supervisors and Senior Civil Deputy County Attorney William Ring: changes in legislation, the details of the review process, guidelines that were followed for the review process of appeals, the process of sending out notifications, communication between counties, and the appeals process for reclassification appeals. In response to Supervisor Fowler Ms. Escoffier and Mr. Ruiz stated that the Board would not be have additional appeals to consider.

Motion: Approve resolution 2013-01 referring to attachment A as brought to the meeting today and updates associated with it. **Action:** Approved, **Moved by** Supervisor Fowler, **Seconded by** Supervisor Metzger. **Passed:** Unanimously.

22. Approval of the Fort Tuthill County Park Master Plan. **Parks and Recreation**

Parks and Recreation Director Judy Weiss went over the scope of the plan. Ms. Weiss emphasized that the Board would be approving a plan (as opposed to a more specific approval). Finances for the plan are not included in the approval. Ms. Weiss stated the County can implement some elements of the plan -- following the Board's approval -- but cannot afford all changes.

The Board and Ms. Weiss discussed partnerships to fund the design plan, the intent of the item, snow play in the area and how it affected the camp ground, the demolition derby, and restructuring the amphitheater plan.

Motion: Approve Fort Tuthill Master Plan as presented noting that it is a conceptual document acknowledging that times will change and there is flexibility. In the document there is intent for multi-use and additional contractual opportunities **Action:** Approved, **Moved by** Supervisor Ryan, **Seconded by** Supervisor Babbott. **Additional Discussion:** Supervisor Ryan thanked the department **Passed:** Unanimously.

23. Approval of Settlement Agreement between Coconino County and NPG Cable, LLC, an Arizona corporation, doing business as Suddenlink Communications, LLC, a Delaware corporation related to cable television services. Pursuant to ARS 38-431.03(A) (3) the Board may enter executive session for discussion and legal advice.
County Attorney

Mr. Ring spoke on the settlement with Suddenlink Communications explaining the settlement included the best terms and conditions for the County's position in the dispute. Suddenlink Vice-President of Suddenlink stated he approved of the settlement.

Motion: Approval of Settlement Agreement between Coconino County and NPG Cable, LLC, an Arizona corporation, doing business as Suddenlink Communications, LLC **Action:** Approved, **Moved by** Supervisor Metzger, **Seconded by** Supervisor Fowler. **Additional Discussion:** **Passed:** Unanimously.

24. Public Hearing and possible approval of Resolution 2013-02: Cable Franchise Agreement between Coconino County and NPG Cable, LLC, an Arizona corporation,

doing business as Suddenlink Communications, a Delaware limited liability corporation.
County Attorney

Mr. Ring made comments about license agreement and stated the need to have a public hearing. In response to Vice Chairwoman Archuleta, County Engineer Randal Ryan stated that the county now has stringent criteria on the depth and location of utility lines. Mr. Ring reviewed the license including its duration (15 years).

The Board and staff discussed the depth of the utilities in the roadway, and the responsibilities of both the County and the cable company.

Vice Chairwoman Archuleta opened the public comment.

Dan Spollman of Suddenlink spoke to the Board of Supervisors about the cost to the Jail District for cable services.

Receiving no additional public comment, Vice Chairwoman Archuleta closed the public hearing.

Motion: Approve Resolution 2013-02: Cable Franchise Agreement between Coconino County and NPG Cable, LLC, doing business as Suddenlink Communications. This is a fifteen year license agreement. **Action:** Approved, **Moved by** Supervisor Metzger, **Seconded by** Supervisor Babbott.

25. Selection of Chairman, Vice Chairman, and determination of term. **Board of Supervisors**

Supervisor Ryan spoke on the process to allow senior members to provide leadership with newer Supervisors, and explained that the Board's wish is to give equal opportunity to each to serve as Chairman.

Supervisor Ryan stated that he would prefer Vice Chairwoman Archuleta to have the Chairwoman position and for Supervisor Ryan to be Vice Chairman.

Vice Chairwoman Archuleta explained that in the past the position of Vice Chairman moved into Chairmanship to provide continuity.

Motion: Move that we appoint Supervisor Archuleta as Chairman and Supervisor Ryan as Vice Chair for a term of approximately 9.6 months., **Action:** Approved, **Moved by** Supervisor Mandy Metzger, **Seconded by** Supervisor Lena Fowler.

There being no further business, Chairwoman Archuleta adjourned the regular session at 11:37 a.m.

COCONINO COUNTY BOARD OF SUPERVISORS

Elizabeth C. Archeluta, Chairwoman

(SEAL)

ATTEST:

Wendy Escoffier, Clerk of the Board

DRAFT

OFFICE OF THE COCONINO COUNTY BOARD OF SUPERVISORS,
AND THE PUBLIC HEALTH DISTRICT BOARD OF DIRECTORS
COCONINO COUNTY, FLAGSTAFF, ARIZONA
TUESDAY JANUARY 15, 2013

The Board of Supervisors and the Public Health District Board of Directors met on Tuesday, January 15, 2013, at 10:00 a.m. in the Board of Supervisors Meeting Room, First Floor, Administrative Center, 219 E. Cherry Ave., Flagstaff, Arizona.

Roll Call.

Present: Chairwoman Liz Archuleta, Vice Chairman Matt Ryan, Supervisor Mandy Metzger, Supervisor Art Babbott

Absent: Supervisor Lena Fowler

Also Present: Deputy County Attorney Tim McNeel, Clerk of the Board Wendy Escoffier, Recording Specialist Jonathan McIntosh, Interim County Manager Mike Townsend, Assistant County Manager/Public Works Director Andy Bertelsen, Deputy Court Administrator Sharon Yates, Community Development Director Sue Pratt, Deputy County Manager Larry Dannenfeldt, Government Relations Director/Assistant County Manager Joanne Keene, Clinical Services Manager Kimbal Babcock, Chief Financial Officer Sandra Schulz, Community Services Director Janet Regner, Assessor Christine Mazon.

Call to Order

Call to the Public for items not listed on the Agenda.

Joan Seff of Flagstaff addressed the Board of Supervisor with an issue she had with roads in the Fernwood area and addressed the topic of flood control in the area.

Board of Supervisors Consent Agenda Items

Supervisor Metzger requested to separate agenda item 4 from the Board of Supervisors agenda.

Motion: Move to approve the Board of Supervisors Consent Agenda Minus item four **Actions:** Approve, **Moved by** Vice Chair Ryan, **Seconded by** Supervisor Metzger, **Passed:** Unanimously.

1. Approval of regular minutes for December 18, 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.

<u>Run Date</u>	<u>Warrant Number</u>	<u>Computer Register Total</u>
01/03/13	91306377-91306506	513,423.38
01/03/13	*EFT 615-621	54,345.88

*Electronic Fund Transfers

3. Adopt Resolution 2013-08 to correct the tax roll as noted on Tax Roll Correction Summary dated December 28, 2012. **Assessor**
4. **Separated.** Approve Intergovernmental Agreement Contract No. DE111076001 Amendment No. 8 between the Arizona Department of Economic Security and Coconino County Community Services to increase Case Management services by \$15,783 from July 1, 2012 through June 30, 2013; increasing the cumulative reimbursement ceiling total to \$2,520,355 from July 1, 2010 through June 30, 2015. **Community Services/Social Services**
5. Approval of a lease agreement between Kenneth A. and Geraldine A Diedrick and Coconino County, at 5410 East Commerce, and occupied by Community Services Coconino Rural Environmental Corps, from January 1, 2013 through December 31, 2015. **Facilities Management**
6. Approval of Extension of Subgrantee Agreement between Governor's Office for Children, Youth and Families for Title II Amendment 1 Contract # J2-CSG-12-2366-02 effective January 1, 2013 through June 30, 2013. **Juvenile**
7. Confirm the budget amendment and emergency purchase and installation of 32 vehicular repeaters, with accessories for the vehicles of the Sheriff's Office from Niles Radio utilizing Arizona State Contract #ADSP013-036892, in the amount of \$57,815.64. **Sheriff's Office**

Separated Items

4. **Separated.** Approve Intergovernmental Agreement Contract No. DE111076001 Amendment No. 8 between the Arizona Department of Economic Security and Coconino County Community Services to increase Case Management services by \$15,783 from July 1, 2012 through June 30, 2013; increasing the cumulative reimbursement ceiling total to \$2,520,355 from July 1, 2010 through June 30, 2015. **Community Services/Social Services**

The Board discussed an increased need for the Community Services department during winter weather with Community Services Director Janet Regner. Other topics discussed between Ms. Regner and the Board included emergency service coordination with the Navajo Nation, the timing of fund requests, future budget discussions, and an increase in opportunities for the Community Services department.

Motion: Move approval of Intergovernmental Agreement Contract No. DE111076001 Amendment No.

8. **Actions:** Approve, **Moved by,** Supervisor Metzger **Seconded by,** Vice Chairman Ryan

Passed: Unanimously.

Motion: Resolve as Public Health District Board of Directors **Actions:** Resolved, **Moved by,** Supervisor Babbott **Seconded by,** Vice Chairman Ryan **Passed:** Unanimously.

Public Health District Board of Directors Consent Agenda Item

- 8. Approval of the IGA between the Coconino County Public Health Services District (PHSD) and the Arizona Department of Health Services (ADHS) in the amount of \$116,000 for the period of January 1, 2013 to December 31, 2017. **Public Health Services District**

Director Babbott inquired on the future of funding for ADHS to which Clinical Services Manager Kimbal Babcock spoke about the unknown impact of health care reform.

Motion: Approval of the IGA between the Coconino County Public Health Services District (PHSD) and the Arizona Department of Health Services (ADHS) in the amount of \$116,000 for the period of January 1, 2013 to December 31, 2017. **Actions:** Approve, **Moved by,** Director Babbott **Seconded by,** Vice Chairman Ryan **Passed:** Unanimously.

Motion: Resolve as Board of Supervisors **Actions:** Resolved, **Moved by,** Supervisor Metzger **Seconded by,** Vice Chairman Ryan **Passed:** Unanimously.

Chairwoman Archuleta adjourned the regular session at 10:13 a.m.

(SEAL)

Elizabeth C. Archuleta, Chairwoman

ATTEST:

Wendy Escoffier, Clerk of the Board

WORK SESSION SUMMARY
June 19, 2012
219 E. Cherry Ave.
Flagstaff, AZ

Work Session Topic:

- A. Presentation of the final Fort Valley Cultural and Historical Corridor Feasibility Study results. Facilities Management

Attendees: Chairman Carl Taylor, Vice Chairwoman Elizabeth C. Archuleta, Supervisor Matthew Ryan, Supervisor Mandy Metzger, Supervisor Lena Fowler, Clerk of the Board Wendy Escoffier, Recording Specialist Jonathan McIntosh, Interim County Manager Mike Townsend, Facilities Director Susan Brown, Facilities Senior Manager Esliir Musta, Government Relations Director/Assistant County Manager Joanne Keene

The Work Session was called to order by Chairman Taylor at 1:15 P.M. Facilities Director Susan Brown and Senior Associate Landscape Architect with OTAK, Inc. Brad Bielenberg presented the topic of the Fort Valley Cultural and Historical Corridor Feasibility Study results. The PowerPoint presentation had the title, "Fort Valley Cultural Corridor"

Key Points raised during the presentation were: safety, cultural environment and corridor cohesion of the Fort Valley Corridor. Mr. Bielenberg emphasized the large amount of public input sought and received. Mr. Bielenberg also went over the logistics of adopting this plan: highlighting the need for the plan to be both adopted by city and county, citing an example of collaborations that could be done.

Next steps: The Board broadly discussed plans involved with possible implementation of the study but emphasized the tentative nature of what was presented: these plans included collaborating with the city of Flagstaff and also having closer communication with stakeholders.

Work Session Topic:

- B. Payment for Watershed Services Workshop. Various presenters from NAU, the City of Flagstaff, & Greater Flagstaff Forest Partnership.

Government Relations Director/Assistant County Manager Joanne Keene provided an explanation of the need for the presentation. The following presented to the Board: President of the Greater Flagstaff Forest Partnership Paul Summerfelt, Treasurer Steve Gatewood, Sharon Masek Lopez of the Northern Arizona University (NAU) Ecological

Resource Institute, Marcus Selig from Grand Canyon trust and City Manager for Flagstaff Kevin Burke

Key Points raised by various presenters from NAU, the City of Flagstaff & Greater Flagstaff Forest Partnership during the presentation were: the context of watershed services, the threat of fire and flooding, financial aspects of watershed protection, putting watershed protection on the ballot and collaborations with the City of Flagstaff.

Next steps: The Board of Supervisors discussed advocating to congress for funding, federal responsibility for funding, impacts to the county, the boundaries of the project, the responsibilities of the Forest Service, the proactive nature of the conversation, the political implications and political timing of putting the item on the ballot, empowering the private sector in this project, coordinating messages through different governmental entities.

Chairman Taylor adjourned the special session at 4:27 p.m.

Prepared by:
Jonathan S. McIntosh, Recording Specialist

Reviewed by:
Elizabeth C. Archuleta, Chairperson

Attest:

Wendy Escoffier, Clerk of the Board

WORK SESSION SUMMARY

August 7, 2012
219 E. Cherry Ave.
Flagstaff, AZ

Attendees: Chairman Carl Taylor, Vice Chairwoman Elizabeth C. Archuleta, Supervisor Lena Fowler, Supervisor Matt Ryan, Clerk of the Board Wendy Escoffier, Recording Specialist Jonathan McIntosh, Sheriff Bill Pribil, Sheriff's Office Chief Deputy Jim Driscoll, Detention Services Commander Kurt Braatz, Sheriff's Office Commander Administrative Services Kathy Allen, Lieutenant Matt Figueroa.

The Work Session was called to order by Chairperson Taylor at 10:47 A.M.

Work Session Topics:

- A. The Sheriff will present the financial and operating update of the Jail District. **Sheriff's Office**

Bill Pribil introduced his staff and reported to the Board of Supervisors.

Key Points raised during the presentation were: the budget for the Jail District, a drop in bed rentals, statistics of inmates in the jails, and a drop in recidivism for those who participate in the Exodus program.

Next steps: Sheriff Pribil mentioned a possible detox center near the jail facility as a tentative project; the Board broadly discussed problems that the inmates dealt with, which included drug problems and mental illness issues. The Board and Sheriff Pribil broadly discussed ways to fix these problems.

Chairman Taylor began a recess of the Board at 11:54 a.m. and reconvened the meeting at 1:15 p.m.

- B. Diversity Councils present to the Board of Supervisors

The following groups presented to the Board: African American Advisory council, Hispanic Advisory Council and Inter Tribal Advisory Council. The following represented their councils: Vice President of African American Advisory Council Deborah Harris, Chairwoman of Hispanic Advisory Council Laressa Monetz, Chairman of Intertribal Advisory Council Dexter Albert, Community Organizer Julio Cassado.

Key Points raised during the presentation were: The needs of each advisory council.

Next steps: The Board discussed maintaining communication with the councils and the Board of Supervisors.

- C. Roundtable Discussion/Committee Liaison Reports.

Various reports from Supervisors and staff with no action taken.

Chairman Taylor adjourned the work session at 3:51 p.m.

Prepared by:
Jonathan S. McIntosh, Recording Specialist

Reviewed by:
Elizabeth C. Archuleta, Chairperson

Attest:

Wendy Escoffier, Clerk of the Board

WORK SESSION SUMMARY
August 21, 2012
219 E. Cherry Ave.
Flagstaff, AZ

Work Session Topic:

- A. Presentation of the final draft of the Fort Tuthill County Park Master Plan to receive Board of Supervisors input prior to the final approval process. **Parks and Recreation**

Attendees: Chairman Carl Taylor, Vice Chairwoman Elizabeth C. Archuleta, Supervisor Mandy Metzger, Supervisor Matt Ryan, Clerk of the Board Wendy Escoffier, Recording Specialist Jonathan McIntosh, Interim County Manager Mike Townsend, Parks & Recreation Director Judy Weiss, Deputy County Attorney Jessica Leiser, Sr. Civil Deputy County Attorney Jean Wilcox, Deputy County Manager Larry Dannenfeldt, Parks & Recreation Events Coordinator Cynthia Nemeth, Sr. Planner John Aber.

The Work Session was called to order by Chairperson Taylor at 10:00 a.m. Parks & Recreation Director Judy Weiss presented a PowerPoint titled: "Fort Tuthill County Park Master Plan Process."

Key Points raised during the presentation were: the history of Fort Tuthill, the Fort Tuthill Master Plan, public input for the master plan, guiding principles for the Fort Tuthill master plan, the remaining schedule for the Fort Tuthill master plan, the status of horseracing at Fort Tuthill, sewer funding and snow play concerns in regard to parking space.

Next steps: The Board discussed plans for paying for the renovations and the nature of high-level cost estimates with Ms. Weiss. They also discussed sewer funding issues, multifaceted use for the demolition derby, snow play concerns in regard to parking space. Chairman Taylor mentioned a desire to hear recommendation from the consultant in regard to phases of construction. Flagstaff City Council member Celia Barotz expressed a desire to increase communication with Coconino County.

Chairman Taylor called for a break at 11:00 a.m. and reconvened the Work Session at 1:15 p.m.

Additional Attendees: Career Center Director Carol Curtis, Community Development Director Sue Pratt, Recorder Candy Owens, Finance Budget Manager Megan Zickerman Human Resources Director/Assistant County Manager Allison Eckert, Deputy County Manager Larry Dannenfeldt, Commander Administrative Services Cathy Allen, Court Administrator Gary Kremerik,

Legal Defender Gary Pearlmutter

B. County Supervisors Association Outreach Presentation to Board of Supervisors

Craig A. Sullivan from County Supervisors Association presented County Supervisor's Association's (CSA) purpose and core goals. Mr. Sullivan presented a handout titled "50th Legislature Second Regular Session."

Key Points raised during the presentation were: CSA's three goals with the Arizona State Legislature: repeal triggered prison shift, eliminate the mandated county "contribution" and freeze or restore HURF shifts to DPS and MVD; the vigilance necessary in monitoring future legislation, mobilization efforts that include meeting with Governor Brewer, and an overview of legislation endorsed by the CSA and legislation opposed by the CSA.

Next steps: The Board discussed the CSA's approach after the 2012 election cycle. They discussed the CSA's approach to educating the public. Various members of the County asked a number of questions about State Legislation with Mr. Sullivan.

Chairman Taylor called for recess at 2:02 P.M. and reconvened the work session at 4 pm.

C. Roundtable Discussion/Committee Liaison Reports.

Various reports from Supervisors and staff with no action taken.

Chairman Taylor adjourned the work session at 2:48 p.m.

Prepared by:
Jonathan S. McIntosh, Recording Specialist

Reviewed by:
Elizabeth C. Archuleta, Chairperson

Attest:

Wendy Escoffier, Clerk of the Board

WORK SESSION SUMMARY

October 16, 2012

219 E. Cherry Ave.

Flagstaff, AZ

Attendees: Chairman Carl Taylor, Vice Chairwoman Elizabeth C. Archuleta, Supervisor Matthew Ryan, Supervisor Mandy Metzger, Clerk of the Board Wendy Escoffier, Recording Specialist Jonathan McIntosh, Interim County Manager Mike Townsend, Deputy Public Works Director Mike Lopker, County Engineer Randal Ryan, Deputy Public Works Director Lucinda Andreani, Public Works Fleet Manager Byron Browning, Deputy County Manager Larry Dannenfeldt, Chief Financial Officer Sandra Schulz, Director of Community Development Sue Pratt, Director of Governmental Relations, Joanne Keene, Director of Public Works Andy Bertelsen, Budget Manager Megan Zickerman.

The Work Session was called to order by Chairman Taylor at 1:04 p.m.

A. The Future of Coconino County's Transportation System and Services – Setting the Foundation. **Public Works**

Interim County Manager Mike Townsend explained the purpose of the work session series: to provide information to the Board prior to making financial decisions in the future. Public Works Director Mr. Bertelsen and Deputy Director Lucinda Andreani presented the PowerPoint titled, "Road Map for the Future."

Key Points raised during the presentation were: the deterioration of roads, the sustainable investment needed for roads and the structural deficit that accompanied a loss of HURF funds. Ms. Andreani stated the importance of policy decisions to designate what projects are mission-critical.

Next steps: The Board thanked Mr. Bertelsen for the quality of the information he presented. Chairman Taylor referenced more environmentally friendly alternatives found in other countries and stated that it would be interesting if they tested out environmentally-friendly alternatives in their study. Mr. Bertelsen spoke about healthier amenities and federal funding for such amenities in regard to the expansion of the Public Works department.

Chairman Taylor entered into recess at 2:50 p.m. and reconvened at 3:05 p.m.

B. Roundtable Discussion/Committee Liaison Reports.

Chairman Taylor adjourned the meeting at 4:05 p.m.

Prepared by:
Jonathan S. McIntosh, Recording Specialist

Reviewed by:
Elizabeth C. Archuleta, Chairperson

Attest:

Wendy Escoffier, Clerk of the Board

DRAFT

WORK SESSION SUMMARY

November 20, 2012

219 E. Cherry Ave.

Flagstaff, AZ

Attendees: Chairman Carl Taylor, Vice Chairwoman Elizabeth C. Archuleta, Supervisor Mandy Metzger, Supervisor Lena Fowler, Deputy County Manager Larry Dannenfeldt, Clerk of the Board Wendy Escoffier, Recording Specialist Jonathan McIntosh, Community Development Director Sue Pratt, Governmental Relations Director/Assistant County Manager Joanne Keene, Human Resources Director/Assistant County Manager Allison Eckert, Public Works Director/Assistant County Manager Andy Bertelsen, Information Technology Director Kris Estes, Deputy Court Administrator Sharon Yates

The Work Session was called to order by Chairman Taylor at 1:20 P.M.

Work Session Topics:

A. Presentation and discussion of the redesigned County website. **Information Technology**

Information Technology Director Kris Estes spoke to the Board about the new website for the County and demonstrated the website.

Key Points raised during the presentation were: an update on the refurbished Coconino County website and its advanced, constituent-friendly features which included a new design, dynamic structure to the site and language translation options.

Next steps: Chairman Taylor spoke on a variety of links to partner organizations that should be established. In response to Chairman Taylor's questions about access to data, fees and parcels, Mr. Estes responded that the information would be accessible. Chairman Taylor also spoke on similar pieces of information that Google Earth provides, to which Mr. Estes replied by showcasing a different map-related feature on the County website. Supervisor Metzger and Vice Chairwoman Archuleta spoke about how to feature content on their Supervisor websites. Chairman Taylor inquired about how the IT team would post information about emergencies on the county website

B. Presentation and discussion on the home detention/electronic monitoring/continuous alcohol monitoring program that will be implemented in the Courts and used for pre-trial release and probation. **Courts**

Deputy Court Administrator Sharon Yates spoke to the Board of Supervisors and provided her presentation on electronic monitoring, including a PowerPoint titled "Home Detention Presentation"

Key Points raised during the presentation were: requirements of home detention legislation. Ms. Yates also spoke on how other Counties saved money through home detention and monitoring programs. Ms. Yates then went over the program and legal and juridical elements to home detention and monitoring programs. Ms. Yates also spoke on how the program would include other offenses and not only for DUIs. Ms. Yates also discussed eligibility to post-conviction DUIs. Ms. Yates discussed more scenarios involving out-of-state home detention and restraining orders with the Board of Supervisors.

Next steps: Chairman Taylor voiced his concerns with the contract and with malleability in regard to the contractor-county relationship. The Board discussed an upcoming public hearing and future approval of the contract.

- C. Presentation and discussion with the Flood Control District Board of Directors regarding proposed improvements to the Flood Control District Capital Improvement Plan Process and an update on current projects. **Flood Control District**

The Board removed Item C from the agenda.

Chairman Taylor took a recess from the work session at 2:48 and reconvened the meeting at 4:00 p.m.

- D. Meeting regarding federal issues

The Board moved to the Second Floor Conference Room to meet with Congresswoman Ann Kirkpatrick. The Board and Ms. Kirkpatrick discussed federal issues that impact Coconino County.

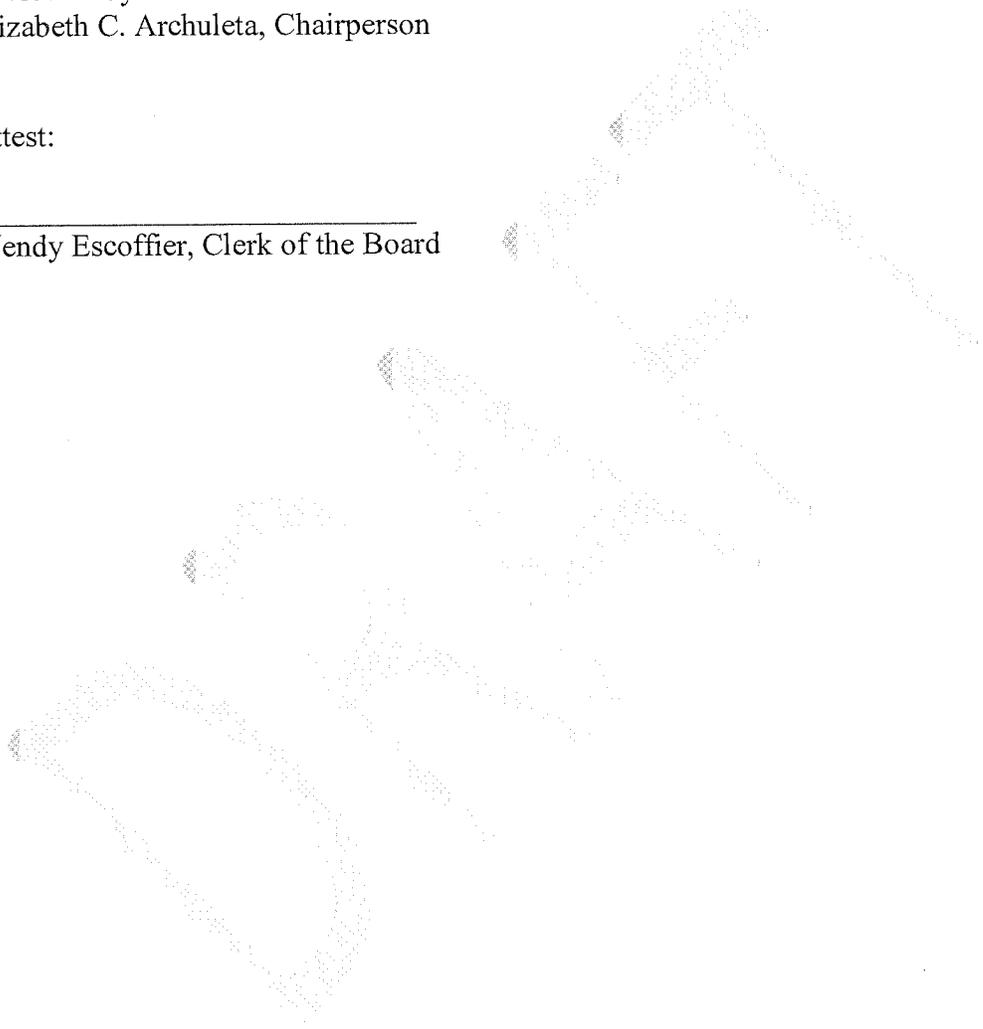
Chairman Taylor adjourned the work session at 5:15 p.m.

Prepared by:
Jonathan S. McIntosh, Recording Specialist

Reviewed by:
Elizabeth C. Archuleta, Chairperson

Attest:

Wendy Escoffier, Clerk of the Board





BOARD OF SUPERVISORS MEETING

February 5, 2013

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.

<u>Run Date</u>	<u>Warrant Number</u>	<u>Computer Register Total</u>
01/10/13	91306507-91306696	\$2,353,390.34
01/10/13	*622-634	\$48,565.32
01/17/13	91306697-91306983	\$1,349,290.27
01/17/13	*635-660	\$80,372.62
01/22/13	**WW 278080.28	\$278,080.28
01/24/13	91306984-91307148	\$2,308,850.99
01/24/13	*661-671	\$68,504.05

*Electronic Fund Transfers

** Wire Transfer



Meeting Date: February 5th, 2013

DATE: January 9th, 2013
TO: Honorable Chairperson and Members of the Board
FROM: Lorraine Rose, Coconino County Assessor's Office
SUBJECT: Settlement Approval, Case #ST2012-000477

RECOMMENDATION:

The Assessor's Office recommends that the Board of Supervisors approve settlement of this matter as follows:

Tax Year: 2012
Full Cash Value / Limited Property Value: \$69,340

BACKGROUND:

On October 23rd, 2012, Plaintiff, BES Holdings LLC (hereinafter "Plaintiff"), filed a Complaint and Notice of Appeal in the Arizona Tax Court pursuant to A.R.S. §12-172 naming Coconino County as a defendant.

The claim involved Plaintiff's Pitch & Putt Golf Course parcel located on Old Walnut Canyon Rd, Flagstaff, Arizona - Parcel Number: 117-03-001H. Valuation of the property was placed at \$555,170 for the 2012 tax year. Plaintiff claimed the property was erroneously valued at \$555,170 & should be valued according to statute ARS 42-13152 for statutorily valued golf course properties.

Plaintiff has recorded a 10 year deed restriction to commit to operating property as a golf course. Property now qualifies for the Golf Course Statutory Value.

The parties have agreed to settle this matter, subject to Board approval, for a 2012 Full Cash Value / Limited Property Value of \$69,340.

FISCAL IMPACT:

If the Board approves the parties settlement, the 2012 estimated total taxes would change from \$9,180 to \$1,146, a difference of \$8,034. The County portion of the estimated taxes would change from \$479.78 to \$59.94 a difference of \$419.84. These calculations are based on the 2012 Tax Rates.

ALTERNATIVES:

The Board could decide not to accept the settlement and pursue a trial in this matter.



DATE: January 8, 2013
TO: Honorable Chairman and Members of the Board
FROM: Susan Garretson, Executive Assistant to Board of Supervisors
SUBJECT: Appointment of Christy J D Nations to the Coconino County Inter-Tribal Advisory Council for a 6-year term to begin February 1, 2013 and expire January 31, 2019.

RECOMMENDATION:

Staff recommends the Board of Supervisors approve the appointment of Christy JD Nations to the Coconino County Inter-Tribal Advisory Council for a 6-year term to expire January 31, 2019.

BACKGROUND:

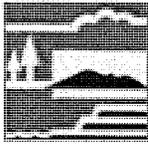
The Inter-Tribal Advisory Council was organized in October, 2001 to review and make recommendations to the Board of Supervisors concerning existing and proposed city, county, state and federal issues affecting Native Americans in Coconino County.

FISCAL IMPACT:

None.

REVIEWED BY ELECTRONIC ROUTING

ATTACHMENTS: Application of Christy JD Nations



**APPLICATION FOR COUNTY BOARDS, COMMISSIONS,
COMMITTEES AND COUNCILS**

Name of Board, Commission, Council or Committee in which you have an interest:

Name: <i>Christy JD Nations</i>	Supervisor District: <i>#4 Mandy Metzger</i>
Address: <i>9465 Doney Park Lane</i>	
Telephone-home: <i>928-527-3855</i>	Telephone-work: <i>928-523-7792</i>
E-mail: <i>Christy.Nations@nau.edu</i>	Fax: <i>928-523-1266</i>

Why do you want to serve on this Board?

(Note: The term "Board" will be used to cover the terms "Boards, Commissions, Councils and Committees.")

(attached insert)

What skills would you bring to the Board?

Indicate type or years of experience, in reference to the board, commission or committee in which you are interested:

# YEARS EXPERIENCE	# YEARS EXPERIENCE
Management	Building Professional
Private	Architect
Non-profit	Engineer
Government	Contractor
	<i>Other coordinating logistics, 20 years</i>
	<i>Native American Arts,</i>

# YEARS EXPERIENCE	# YEARS EXPERIENCE
Legal	Artist
Specialty	Performing <i>all my life (dance)</i>
Financial	Visual " "
Specialty	Other <i>Native American Art</i>
Scientific	Recreation
Specialty	Parks
Medical	Trails <i>Flagstaff/Canyon del Muerto (Chino, AZ)</i>
Specialty	Active
Educator	Passive
Specialty	Other <i>History of Canyon del Muerto/Chelly (Natl. Parks)</i>
Environmental <i>20 years (work)</i>	Public Relations
Specialty	Training
Land Use Professional	Mediation
Specialty	Planning
	Other

What prior experience do you have on Boards, Commissions, Councils or Committees?

Provide name of the Board, dates of service, offices held and whether policy or advisory

Commission for Native American, NAU

List current and past employment:

Institute for Tribal Environmental Professionals - 20 years

Name of employer: <i>NAU - ITEP</i>	Job title: <i>Logistics Coordinator/Administrative</i>
Brief description of duties: <i>work with Peoplesoft Assistant Financial System, provides logistics for lodging rooms for tribal participants and instructors for American Indian Air Quality Program and other secretarial duties</i>	
Name of employer: <i>NAU - ESP</i>	Job title: <i>Administrative Assistant - 10 years</i>
Brief description of duties: <i>Processed travel for NAU staff, payroll, and processed insurance claims for ESP Upward Bound students.</i>	
Name of employer: <i>Chino School District</i>	Job title: <i>Foster Grand Parent Coordinator and program secretary 1976 - 1983</i>
Brief description of duties: <i>Secretarial duties</i>	
Name of employer:	Job title:
Brief description of duties:	

Are you able to commit at least 4-6 hours per month in meeting time, plus preparation and travel time?

Yes No

Are you willing to abide by the Open Meeting and Open Records laws of the State of Arizona? *(need explanation)*

Yes No

Are you willing to sign an oath of allegiance?

Yes No

Signature <i>Christy J. D. Nations</i>	Date <i>November 13, 2012</i>
---	----------------------------------

Your application will be placed in our files and reviewed as we have openings. Openings on some boards occur infrequently due to length of up to 4-year terms.

**Please return this completed application to:
Coconino County Board of Supervisors
219 East Cherry Avenue
Flagstaff, AZ 86001**

I would like to become involved with residents' concerns in the Flagstaff community if that would be with health issues, public safety, the environment, and water and land preservation for the unborn yet to come. To pay attention to those who feel it is important for "*common people commissioners*" to listen to them.

In today's meeting I was concerned about who to contact for a traditional burn (respecting the beliefs of a father - not my tradition as a Navajo woman). I attend church and read the Bible, but when one marries into a traditional lifestyle one also needs to sensitively respect those beliefs.



DATE: January 8, 2013

TO: Honorable Chairman and Members of the Board

FROM: Sharon David, BOARD OF SUPERVISORS

SUBJECT: Approval of Community Grant Funding from District 3-\$5,000 to Flagstaff Biking Organization (FBO).

RECOMMENDATION: Approval of Community Grant Funding from District 3-\$5,000 to Flagstaff Biking Organization (FBO).

BACKGROUND:

Flagstaff Biking Organization is a non-profit organization. Funds will be used to build a fence around I-40 underpass on the Flagstaff Loop Trail per ADOT requirement and specification.

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.

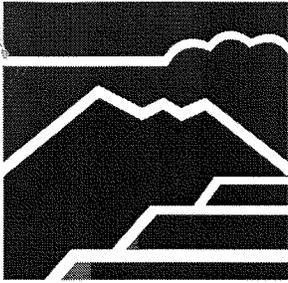
FISCAL IMPACT:

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

Community Grant Program Application

Flagstaff Biking Organization/ Flag Velo, Inc.

Name of Organization

Non-Profit

80 01170

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

Federal Employer ID Number (Please attach W9)

Bicycle advocacy

Type of Service(s) Provided by Organization

ASAP 12/03/12

\$5000

Date(s) of Event/Program

Total Amount Requested

PO Box 23851, Flagstaff, AZ 86002

Organization Address

Anthony Quintile

Anthony@flagstaffbiking.org

928-779-6048

Contact Name

Email Address

Fax

928-526-7704

928-526-7704

928-526-7704

Daytime Phone

Evening Phone

Cell Phone

Please indicate the amount requested from each District:

Dist. 1: _____
Carl Taylor

Dist. 2: _____
Liz Archuleta

Dist. 3: \$5,000 *OK*
Matt Ryan

Dist. 4: _____
Mandy Metzger

Dist. 5: _____
Lena Fowler

If funded, Check payable to:

Flagstaff Biking Organization

Anthony Quintile, Board Member

Name of Organization

Print Contact Name and Title

PO Box 23851

s/Anthony Quintile

Mailing Address

Signature

Flagstaff, AZ 86002

12/03/2012

City, State, Zip

Date

BOARD APPROVAL

Signed: _____

Date: _____

Answer all questions completely and accurately.

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

Fence to be built around I-40 underpass on the Flagstaff Loop Trail per ADOT requirement and specification

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

This fence is a requirement by ADOT to keep trail users and animals, (horses/dogs), from accessing the freeway. Once built, ADOT will allow Coconino County and Flagstaff Biking Organization to construct the Flagstaff Loop Trail through the freeway underpass, thereby finishing a necessary connector between the Campbell Mesa Trails area and the Turkey Hills/ Arizona Trail sections of the trail.

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

Greater Coconino County community

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

Money will be used to hire an appropriate fencing contractor. Completion of fence construction and subsequent volunteer trail construction will demonstrate success.

5. List other funding sources for this program:

Flagstaff Biking Organization has committed \$1200 cash.
\$5,000 has been requested from The Friends of Coconino County Parks (FCCP). There is good support from the FCCP board for this contribution and a final decision will be made at their December 2013 meeting.

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

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

National Trails Day volunteer food for 2012, previous general funding of Flagstaff Loop Trail volunteer trail work events and other assorted Flagstaff Loop Trail needs.

--

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

The Flagstaff Loop Trail is being implemented primarily with volunteer labor and occasional grant funded work. For more information on the Flagstaff Loop Trail, see here: <http://flagstaffbiking.org/loop-trail/>

7. Total Project cost: _____ \$15,440 _____

8. Total Amount Requested: _____ \$5000 _____

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

Supplies and Equipment	\$
Travel Expenses	\$
Conference Registration Fees	\$
Labor Costs or Contract Wages	\$15,440
Other, please specify:	\$
	\$
	\$
Total	\$15,440

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

Flagstaff Biking Organization, working in concert with partners on the Regional Trails Committee (US Forest Service, Coconino County Parks and Recreation, and the City of Flagstaff), is committed to coming up with the total project cost to meet anticipated trail construction in the spring of 2013. Other funding opportunities are being explored diligently.

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

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

679
7171

W-9 Form (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
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Print or type See Specific instructions on page 2.	Name (as shown on your income tax return) Flag Velo, Inc.	
	Business name, if different from above Flagstaff Biking Organization	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) PO Box 23851	Requester's name and address (optional)
	City, state, and ZIP code Flagstaff, AZ 86002	List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

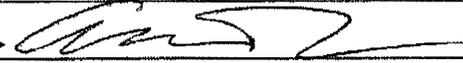
Social security number	
or	
Employer identification number	
80	001170

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 1/3/13
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General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

REPORT ON EXPENDITURE OF COMMUNITY GRANT FUNDS

RECEIVED

This form should be filled out on completion of the project or activity for which your agency received Community Grant funds for FY2013. Please call Deputy Clerk Sharon David, 928-679-7146, with any questions.

2013 JUN 13 3:39
BOARD OF SUPERVISORS
COCONINO COUNTY, AZ

Name of Organization: Flagstaff Biking Organization

Amount received: \$600

Date Received: 6/15/12

Date Fully spent: 6/4/12

Purpose for which funding request was made:

Food for NATIONAL TRAILS Day volunteers

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)

See ATTACHED

Benefits: What individuals or groups received benefits from the activity or program funded?

Greater Flagstaff Area, USFS, FBO, Coconino Trail Riders, Coconino Horsemen's Alliance, REI Volunteers, etc...

What other funding sources were used in combination with Community Grant Funds?

USFS employees, County employees, REI & Absolute Bikes, Specialized Bikes sponsorship (Advertising for event)

Who can we contact for additional information?

Anthony Quintile, Flagstaff Biking Organization 928 526 7704

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



Agency Representative

Anthony Quintile

1/7/12
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

496471	MM 10" PLAT	11.48	T
E 336296	PICNIC PACKF	7.98	N
E 336296	PICNIC PACKF	7.98	N
E 356658	HAM BUNS	2.58	N
E 356658	HAM BUNS	2.58	N
E 356658	HAM BUNS	2.58	N
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E 356665	HOTDOG BUNSF	2.08	N
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E 356665	HOTDOG BUNSF	2.08	N
E 356665	HOTDOG BUNSF	2.08	N
E 356658	HAM BUNS	2.58	N
E 513358	DIET COKE	8.64	N
E 514613	DR PEPPER	8.64	N
E 514506	COKE 32PK	8.64	N
E 514506	COKE 32PK	8.64	N
E 514506	COKE 32PK	8.64	N
E 514520	SPRITE	8.64	N
E 514520	SPRITE	8.64	N
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E 356658	HAM BUNS	2.58	N
E 356665	HOTDOG BUNSF	2.08	N
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E 356658	HAM BUNS	2.58	N
E 356665	HOTDOG BUNSF	2.08	N
E 356665	HOTDOG BUNSF	2.08	N
	SUBTOTAL	581.36	

TERMINAL # MX104632
 06/01/12 15:09:07
 TAX 1 9.446 % 3.95
 TOTAL 585.31
 MCARD TEND 585.31
 ACCOUNT # 8461
 APPROVAL # 001608
 CHANGE DUE 0.00

ITEMS SOLD 97

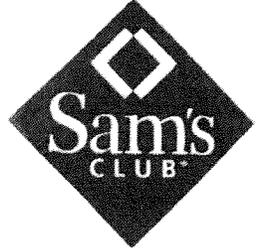
TC# 6576 0536 8543 8963 7446 4



WE VALUE YOUR OPINION
 WE WANT TO KNOW ABOUT YOUR SHOPPING
 EXPERIENCE TODAY AT SAM'S CLUB
 Please complete a survey about today's club visit at:
<http://www.survey.samsclub.com>
 IN RETURN FOR YOUR TIME YOU COULD RECEIVE
 ONE OF FIVE \$1,000 SAMS CLUB SHOPPING CARDS
 You must be 18 or older and a legal resident of the
 United States to enter. No purchase necessary to win.
 To enter without purchase and for official rules visit:
www.entry.survey.samsclub.com
 Sweepstakes period ends on the date shown in the
 official rules. Survey must be taken within TWO weeks
 of today.
 Esta encuesta también se encuentra en español en la
 página de internet.
 THANK YOU

Order prints of photos on your phone
 Download the app @ SamsClub.com/mobile
 06/01/12 15:09:07

*** MEMBER COPY ***



Savings Made Simple

CLUB MANAGER MATT GARCIA
 (928) 774 - 9444
 Fax and Pull # (928) 774 - 3778
 FLAGSTAFF, AZ
 06/01/12 14:59 6401 6604 006 3105

V MEMBER 101-*****0746

THANK YOU,
 SEAN MURPHY

E 153952	COLESLAW	F	1.98	N
E 153952	COLESLAW	F	1.98	N
E 153952	COLESLAW	F	1.98	N
E 153952	COLESLAW	F	1.98	N
E 153952	COLESLAW	F	1.98	N
E 626661	MINI CC VP	F	10.98	N
E 626661	MINI CC VP	F	10.98	N
E 626661	MINI CC VP	F	10.98	N
E 859852	12OCT AMER	F	10.14	N
E 477835	EGGPOTATOSLF	F	5.88	N
E 477835	EGGPOTATOSLF	F	5.88	N
E 689408	PATTIES 10#F	F	24.98	N
E 689408	PATTIES 10#F	F	24.98	N
E 689408	PATTIES 10#F	F	24.98	N
E 477835	EGGPOTATOSLF	F	5.88	N
E 477835	EGGPOTATOSLF	F	5.88	N
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E 689408	PATTIES 10#F	F	24.98	N
E 689408	PATTIES 10#F	F	24.98	N
E 477835	EGGPOTATOSLF	F	5.88	N
E 477835	EGGPOTATOSLF	F	5.88	N
E 401570	BPMEATHOTDOF	F	4.98	N
E 401570	BPMEATHOTDOF	F	4.98	N
E 401570	BPMEATHOTDOF	F	4.98	N
E 401570	BPMEATHOTDOF	F	4.98	N
E 401570	BPMEATHOTDOF	F	4.98	N
E 405085	BOCA BURGERF	F	9.98	N
E 405085	BOCA BURGERF	F	9.98	N
E 859852	12OCT AMER	F	10.14	N
E 405085	BOCA BURGERF	F	9.98	N
E 345724	LETTUCE 2CTI	F	1.98	N
E 998598	SWEET ONION	F	3.48	N
E 401570	BPMEATHOTDOF	F	4.98	N
E 345724	LETTUCE 2CTI	F	1.98	N
E 345724	LETTUCE 2CTI	F	1.98	N
E 345724	LETTUCE 2CTI	F	1.98	N
E 364657	GERMX 4PK	F	6.18	T
E 364657	GERMX 4PK	F	6.18	T
E 675986	ROMA TOM	I	4.48	N
E 932985	DIALCOMPLET	F	6.48	T
E 626661	MINI CC VP	F	10.98	N
E 675986	ROMA TOM	I	4.48	N
E 675986	ROMA TOM	I	4.48	N
E 675986	ROMA TOM	I	4.48	N
E 675986	ROMA TOM	I	4.48	N
E 675986	ROMA TOM	I	4.48	N
E 626661	MINI CC VP	F	10.98	N
E 968794	FRITOLAY 2PF	F	5.98	N
E 968794	FRITOLAY 2PF	F	5.98	N
E 968794	FRITOLAY 2PF	F	5.98	N
E 345724	LETTUCE 2CTI	F	1.98	N
E 81127	JALAPENOS	F	5.28	N



DATE: January 9, 2013

TO: Honorable Chairman and Members of the Board

FROM: Sharon David, BOARD OF SUPERVISORS

SUBJECT: Approval of Community Grant Funding from District 3-\$4,000 to Inspirations, Inc.

RECOMMENDATION: Approval of Community Grant Funding from District 3-\$4,000 to Inspirations, Inc.

BACKGROUND:

Inspirations, Inc. is a non-profit organization. Coconino County has not funded this organization through Community Grants in the past. Additional information is included in the request form attached.

ALTERNATIVES:

Not approve the Community Grant funding.

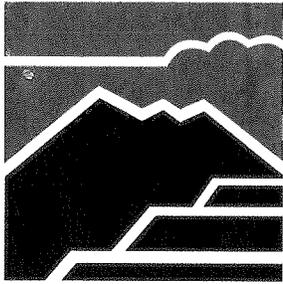
FISCAL IMPACT:

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

Community Grant Program Application

Inspirations Inc

Name of Organization

Non-Profit

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

Federal Employer ID Number (Please attach W9)

Non-Profit

Type of Service(s) Provided by Organization

Services provided to youth & families

Date(s) of Event/Program

Total Amount Requested

On-going

Organization Address

Contact Name

Email Address

Fax

Juan Weaver

SUSAN GRAMM@yahoo.com

Daytime Phone

Evening Phone

Cell Phone

928-814-9899

Please indicate the amount requested from each District:

Dist. 1:

Carl Taylor

Dist. 2:

Liz Archuleta

Dist. 3:

Matt Ryan

4,000

Dist. 4:

Mandy Metzger

Dist. 5:

Lena Fowler

If funded, Check payable to:

Inspirations

SUSAN WEAVER

Name of Organization

Print Contact Name and Title

333 TOTAON OVI Fla

Juan Weaver

Mailing Address

Signature

Flagstaff, AZ - 86001

Aug 15 - 2012

City, State, Zip

Date

BOARD APPROVAL

Signed: _____

Date: _____

Handwritten note: need to get in front from matt

Answer all questions completely and accurately.

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

Funds provided will go to the artist building the memorial statue

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

Honoring our troops past & present.

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

Not only Veterans, also the general public.

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

With the completion of this memorial statue

5. List other funding sources for this program:

Fund-raising events ie, car show, concert. support by Shoshone Organ donation & large painting to be shown & auctioned in 2 steps.

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

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

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

7. Total Project cost: \$30,000
8. Total Amount Requested: \$4,000
9. County Funding Assistance Budget: (Attach separate sheet, if necessary)

Supplies and Equipment	\$
Travel Expenses	\$
Conference Registration Fees	\$
Labor Costs or Contract Wages	\$
Other, please specify:	\$
<i>Cost for artist's building fees</i>	\$
<i>for the base</i>	\$
Total	\$

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

The project has been going on for three years & we are looking to finalize this worthwhile project.

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

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

Authorized signor for Grantee: *Susan Weaver*
(signature)

SUSAN WEAVER
(printed name)

Clerk to complete following Board approval:

Total amount of grant: \$ _____

Date of award: _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) INSPIRATIONS INC	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ----- <input type="checkbox"/> Other (see instructions) ▶	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) 211 W SHERMAN	
City, state, and ZIP code WILLIAMS, AZ 86046		
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
Employer identification number									
2	0	-	8	9	4	5	0	1	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ <i>Aug 23-12</i>
------------------	----------------------------	-------------------------



Meeting Date: February 5, 2013

DATE: Tuesday, January 15, 2013

TO: Liz Archuleta, Chairwoman and Members of the Board

FROM: Bryon Matsuda, Director of Juvenile Court

SUBJECT: Approval of an Intergovernmental Agreement (IGA) between Coconino County Juvenile Court Services (CCJCS) and the Coconino County Regional Accommodation School District #99 (CCRASD) in the amount of \$ 40,000.00 for FY 2012. **Juvenile Court**

RECOMMENDATION:

The staff of the Coconino County Juvenile Court recommends that the Board of Supervisors approve the Intergovernmental Agreement (IGA) between Coconino County Juvenile Court Services (CCJCS) and Coconino County Regional Accommodation School District (CCRASD).

BACKGROUND:

The purpose of this Agreement is to build a partnership between CCRASD and CCJCS to provide students on probation an opportunity to complete their high school education in a non-traditional setting and to become productive and successful citizens of their communities. The CCRASD will provide a highly-qualified teacher who will instruct students who are placed on probation by CCJCS and qualify for the CCRASD/CCJCS transition program. Students will receive direct instruction in the areas of reading, writing, math, and skill development for high school credit. Additionally, students will be able to participate in an online credit-recovery program to further contribute to diploma completion.

CCRASD will also provide a transition specialist who will develop individual transition plans for each student in the CCJCS detention school and the CCJCS transition school. The transition specialist will assess each student by reviewing current educational records; administering new academic assessments; and consulting with student's previous educational institutions, parents, and CCJCS probation officers.

The Agreement began on August 13, 2012 and shall be effective until June 3, 2013.

ALTERNATIVES:

Coconino County Juvenile Court staff has determined that there are no alternatives associated with this recommendation other than service elimination.

FISCAL IMPACT:

The Coconino County Juvenile Court Services will reimburse the Coconino County Regional Accommodation School District for the instructor's salary and benefits of \$28,000.00, and for the transition specialist's salary and benefits of \$12,000.00. Funding for this IGA has been provided through the JCRF Step Up Transition School Grant (1494-24-4112-000-40/543/50.6058).

REVIEWED ELECTRONICALLY

ATTACHMENTS:

Intergovernmental Agreement between CCJCS and CCRASD

INTERGOVERNMENTAL AGREEMENT
By and Between
COCONINO COUNTY REGIONAL ACCOMMODATION SCHOOL DISTRICT #99
And
COCONINO COUNTY JUVENILE COURT SERVICES

This Intergovernmental Agreement is entered into as of the August 13, 2012 by and between **COCONINO COUNTY** (by and through the Coconino County Board of Supervisors), hereinafter referred to as the County, the **COCONINO COUNTY JUVENILE COURT SERVICES** (by and through the presiding juvenile court judge) hereinafter referred to as **CCJCS**, and the **COCONINO COUNTY REGIONAL ACCOMMODATION SCHOOL DISTRICT # 99** (by and through the County Superintendent, acting as the district governing board), hereinafter referred to as **CCRASD**, for the provision of contracted services pursuant to A.R.S. 11-952 et seq.

Whereas, the **County** is political subdivision of the State of Arizona, which is authorized to offer an education program to serve all school-age children in its juvenile detention center;+

Whereas, **CCJCS** is a duly established juvenile court service maintained by Coconino County pursuant to A.R.S. § 8-305, and for which the Presiding Juvenile Court Judge may enter into an agreement describing the method of delivery of the juvenile detention center education program, pursuant to A.R.S. § 15-913;

Whereas, **CCRASD** is a duly established accommodation school district, through which the County may operate its juvenile detention center education program and which is authorized to enter into an agreement describing the method of delivery of the juvenile detention center education program, pursuant to A.R.S. § 15-913;

Whereas, all parties are authorized to enter into this Agreement pursuant to A.R.S. 11-952 and A.R.S. 15-342(13);

Now therefore, in consideration of the mutual agreements set forth, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to build a partnership between the CCRASD and CCJCS to provide students on probation an opportunity to complete their high school education in a non-traditional setting and to become productive and successful citizens of their communities. This agreement sets forth the commitment of services to be provided by each of the parties to accomplish this purpose.

2. Term

This Agreement shall commence August 13, 2012 and shall be effective until June 3, 2013. This Agreement shall terminate on June 30, 2013 unless the parties enter into a written agreement to extend this term for the subsequent school year.

3. Termination

This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. In the event of termination, all property purchased under this Agreement shall be returned to the purchasing party.

4. Special Provisions

A. Obligations of CCRASD:

1. CCRASD agrees to provide a .8 FTE highly qualified teacher who will instruct students who are placed on probation by CCJCS and qualify for the CCRAD/CCJCS transition program. Students will receive direct instruction in the areas of reading, writing, and math for high school credit and student skill development. Students will also be able to participate in an online credit recovery program to further enhance student credits earned toward a high school diploma. Services of the highly qualified teacher will begin August 13, 2012 and run until May 30, 2013

CCRASD agrees to provide a 1.0 FTE transition specialist who will develop individual transition plans for each student in the CCJCS detention center school and CCJCS transition school. The transition specialist will assess each student by reviewing current educational records, administration of new academic assessments, and consulting with the student's previous educational institutions staff, parents, and CCJCS probation officers.

CCRASD agrees to provide consultation and agreed upon training for regular Transition school staff and Intervention Specialist.

The transition specialist service's will begin on September 1, 2012 and will end on June 3, 2013.

2. Maintain in force and affect its liability insurance coverage, including coverage for automobile liability.

B. Obligations of CCJCS:

1. Provide financial reimbursement for the instructor's salary and benefits of \$28,000.00, and for the transition specialist's salary and benefits of \$12,000.00.
2. Provide classroom for use at CCJCS.
3. Maintain in force and effect liability insurance coverage, naming CCRASD as an additional insured.
4. CCRASD may elect to contract for psychological and academic counseling services with CCJDC independent of this IGA.

5. Financing

- A. Each party represents that it has appropriated in its budget sufficient funds to meet its obligations under this agreement for the 2012-13 fiscal year.
- B. Payment obligations of each party under this agreement are conditioned upon the availability of funds appropriated or allocated by the governing body of each party. If funds are not allocated and available for continuing this Agreement, this Agreement may be terminated in accordance with Section 3. No liability shall accrue to the terminating party in the event this provision is exercised, and the terminating party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

6. Cancellation for Conflict of Interest

Pursuant to A.R.S. 38-511, the state or any of its political subdivisions, within three years after execution of this Agreement, may cancel it without further penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement is at any time while the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party, of the contract with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation unless the notice specifies a later time.

7. Non-discrimination

Both parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, 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. Both parties 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.

8. Mutual indemnification

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless each other party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims", arising out of bodily injury to 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.

9. Applicable Law

This Agreement shall be governed and interpreted by the laws of the State of Arizona

10. Arbitration

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. 12-1518 and 12-133 except as may be required by other applicable statutes.

11. Attorney Approval:

This Agreement has been reviewed pursuant to A.R.S. 11-952 by the undersigned attorney who had determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties of the Agreement represented by the undersigned attorney.

Deputy County Attorney
Counsel to CCJC and CCRASD

Approved by resolution and adopted by Coconino County Board of Supervisors this _____^h Day of _____ 2012, authorizing _____ to sign on its behalf.

By:

Coconino County Regional Accommodation School District



By: Robert Kelly, Superintendent

Coconino County Juvenile Court Services



By: The Honorable Margaret McCullough, Juvenile Presiding Judge

DATE: January 18, 2013

TO: Honorable Chair and Members of the Board

FROM: Judy Weiss, Director, Parks and Recreation Department

SUBJECT: Disposal of surplus property by on-line auction firm Public Surplus®

RECOMMENDATION:

Approve the disposal of surplus parks and recreation department property by on-line auction firm Public Surplus®.

BACKGROUND:

The Coconino County Parks and Recreation Department's intent is to sell at auction various equipment, furniture, and office supplies no longer in use. The authority to do so is through the Strategic Alliance for Volume Expenditures (S.A.V.E.) which was approved by the Board of Supervisors October 7, 2003. The City of Tucson is also a member of SAVE which authorizes Coconino County to participate in their contract with Public Surplus®.

As part of the recently approved Master Plan process, staff is examining efficiencies that may be obtained with building assets at Fort Tuthill County Park. The first phase is the organization of equipment and files currently used and the disposal of equipment, furniture and records that are no longer needed. Items include: horse blankets, old kitchen equipment, furniture, old file cabinets, and miscellaneous items such as window mounted air conditioner units.

Upon the advice of Purchasing, prior to the use of Public Surplus, CCPR has contacted all County business managers and offered this equipment to other departments. Several file cabinets have been able to be re-purposed within the County.

The cost and commission structure is as follows: There is no cost to the County. For each item sold a 9% Buyer Premium is paid above the auction price. Public Surplus will collect the payment from each buyer and pass along the proceeds to the County.

Once approved by the Board, an advertisement will be placed in the Arizona Daily Sun for thirty days to announce the details of the auction.

The notification procedures used by Public Surplus include:

- Buyers create interest lists based on categories and geographical locations. Public Surplus then automatically notifies buyers via e-mail when auctions match their criteria.
- Buyers are able to register, browse, bid and buy on their personal computer 24 hours a day, 7 days a week.
- Buyers will reach the County's "home page" on Public Surplus after one click and be able to browse County items available for auction.

ALTERNATIVES:

The Board could choose not to approve CCPR's use of this method of disposal and/or recommend an alternative solution.

FISCAL IMPACT:

It is estimated that if all of the items sell through Public Surplus, that the revenue generated will not exceed \$5000. Proceeds from the auction less the buyer's premium is returned to CCPR.

REVIEWED BY ELECTRONIC ROUTING

ATTACHMENT:

INVENTORY FOR PUBLIC AUCTION

Item	Units
OFFICE EQUIPMENT	
Printer-Scanner-Fax - All in one	1
Calculator	3
Small Safe	1
Letter tray	10
Incline File	5
Desk	4
Desk Chair	8
4 Drawer File Cabinet	10
3 Drawer box files	6
Plastic drawer cart	8
Flat Files	2
Flat Training Tables	2
Furniture Panels	3
MISCELLANEOUS	
Horse Coolers/Blankets	25
Catering container	2

All inventory is in working condition and will be sold as is.



CITY OF
TUCSON
DEPARTMENT OF
PROCUREMENT

April 19, 2011

Eric Heaps, Chief Operating Officer
The Public Group, Inc.
PO Box 50675
Provo, UT 84605
erich@thepublicgroup.com

Sent via email, this day

**Subject: Request for Proposal No. 110163 -- Auction Services
Summary of Negotiations**

Dear Mr. Heaps:

This letter serves as a summary of items negotiated by the City of Tucson and The Public Group. Specifically, you are asked to provide written confirmation by signing the concurrence line below.

Points of agreement not identified below are not included in the offer. In the event there is any disagreement with this document or if there is other information that must be included in this document, you must specify such in a written response to this request.

1. **Fee Structure:** The City accepts Option 2 from the Public Group's original proposal. Per this option, the City will collect proceeds from buyers and then be invoiced a sales commission of 7% for all sold assets. There will be no Buyer's Premium applied to the auctions.

Under this contract cooperative partners may arrange their own distinct fee structures, within the contract fee percentages, with The Public Group. This is to include, but is not limited to, the Public Group collecting auction proceeds, the agency collecting auction proceeds and the application of a Buyer's and Agency's Premium.

2. **Volume Pricing:** The City accepts the Volume Pricing rate structure as outlined in the Public Group's original proposal. Per this option, the fee percentage is determined by the previous year's total sales volume, updated quarterly. Based on the City's previous year's total sales volume, the current fee percentage will be 6.75%. Likewise, the fee percentage for all current cooperative partners utilizing the City's contract with Public Surplus will be based on the previous year's total sales volume and therefore under the new contract signed between the City and Public Surplus some agencies will not be starting the contract year at the maximum of 7%.

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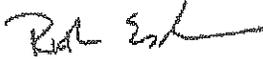


To: E. Heaps
Subject: RFP No. 110163
Date: April 19, 2011
Page 2 of 2

3. **Pricing Commitment:** The Public Group commits that the resulting City of Tucson Contract No. 110163 fee structure is the lowest available to public agencies nationwide. The Public Group further commits that if a Participating Public Agency is eligible for lower pricing through a national or state contract, that The Public Group will match such lower pricing under this agreement.

Your response to this letter must be received by the City's Department of Procurement on or before Thursday, April 21, 2011, at 4:00 PM local Arizona time. Should you have any questions, please do not hesitate to contact me at (520) 837-4132.

Sincerely,



Ruth Estrada, CPPB
Senior Contract Officer

Concurrence:


The Public Group, Inc.

April 7, 2011

Dear Ms. Estrada,

We are in receipt of your letter dated April 1, 2011 indicating that the City of Tucson is inviting TPG to enter into negotiations, and listing discussion points. Thank you for the opportunity to take the next step towards extending our relationship with the City of Tucson. Listed below is our clarification of the points requested by the City.

In regards to the discussion points:

1. Confidential Information: Per Section 28-5 of the Tucson Procurement Code, the Director of Procurement shall determine whether specific information contained in an Offeror's response to a solicitation will remain confidential at the request of the Offeror. Appendices A1 through A-16 of The Public Group's proposal is labeled as confidential. Please provide a written statement of why these particular sections of the proposal should be held confidential so that the Director may make a determination.

Response:

While we are not experts on the State of Arizona's laws as it pertains to proprietary information and intellectual property we assume that they are similar to other states. Releasing the information listed in this appendix would cause The Public Group irreparable financial harm in the Millions of dollars. If the Director should decide that any of these are not safe under the applicable laws then we would have our Lawyer discuss with the State Attorney General in greater detail.

2. Physical Security: Describe the physical security of the hosting data center. Include security provisions of staff, as well as facilities.

Response:

The data centers hosting the Public Surplus application and associated data are protected by multiple methods of security. Access to the facilities is limited to employees and escorted, identified visitors. Access to server rooms is secured with key card and in some cases biometric locks. Video monitoring is implemented throughout the facilities, including the server rooms. The facilities are monitored via on-site personnel 24/7/365.

Professional pre-employment background checks are performed on individuals applying for positions at the data centers. Policies and procedures such as screen locking, password resetting and access audits are implemented to ensure security.

3. VIN Decoder: Does TPG offer VIN decoder software/technology?

Response:

VIN decoder software/technology is not currently available on Public Surplus. We are currently reviewing this technology to see if it would be beneficial to our selling agencies. We would appreciate the City's insight on why they are interested in this technology.

The Public Group

Discussion Points
Confidential
1 of 6

April 7, 2011

4. How does your firm manage those bidders that are blocked by multiple agencies but are still able to participate in auctions through your site? For example, if a bidder has been blocked by 10 separate agencies, can an agency contact your firm and request that the bidder be blocked from any Public Group site? Does your firm check for these types of rogue bidders? If so, how and how often?

Response:

Public Surplus takes a proactive and aggressive approach on default bidders. This has helped us keep our default rating the lowest in the industry. On a daily basis, Public Surplus staff monitor bidder activity from both a volume and a default point-of-view. We have developed several tools and reports that help us track and monitor default bidders. An Agencies concern about a buyer is always addressed and that buyer is flagged for closer monitoring. In many cases this relates to that buyers account being suspended for the entire Public Surplus site. A selling agency always has the right to block any buyer from bidding on their surplus items.

5. Please explain when upgrades are performed. What are considered "non-peak hours"?

Response:

Upgrades are performed after 11:00 PM Mountain Time. Non-peak hours are from 10:00 PM Mountain Time until 4:00 AM Mountain Time.

6. On page 29 of 35 of your proposal it states, "The payment collection process usually costs approximately 3% in addition to existing fees. This fee is simply a pass-through cost of our merchant account fees..." Based on this statement, is the 3% merchant fee included in what comprises your stated 9% Buyer's Premium or is it a separate line item percentage you charge to the bidder?

Response:

The 3% merchant fee is included in the 9% Buyer's Premium.

7. On page 29 of 35 of your proposal it states, "The City of Tucson may also use their own Merchant Account to have buyers pay online via credit card through our online system." Please explain how this arrangement works and what fees are associated. In order to take advantage of this function would TPG require that the City turn over payment collection to them?

Response:

Public Surplus would connect to the City's online payment system or payment gateway as it is commonly called. The buyers would enter in their credit card information on the Public Surplus website. Once the Buyers information is entered in and submitted Public Surplus would then send this information directly to the City's payment gateway for authorization and capture of funds. Once this has been successful Public surplus marks the auction as paid and emails out the payment receipts. The money is then transferred directly to the City's bank account. The money is never controlled or held by Public Surplus. This process is still an agency collection model and the City would be responsible for all collections and would not incur the 3% Merchant fee from Public Surplus. The City would incur the fee from their Merchant for each transaction. An actual

The Public Group

Discussion Points
Confidential
2 of 6

April 7, 2011

discussion on the City's current payment gateway will verify cost, if any, and if the connection is possible.

8. Your transmittal letter states that TPG was recently awarded a large contract for surplus by MWDCCOG and that this contract encompasses more than 30 agencies regionally and across the nation. In addition, the letter states that expected agency use under this contract will grow to more than 50 agencies and generate \$10 million in gross sales. Given this initiative, how will TPG ensure that the City of Tucson's cooperative contract is being marketed aggressively across the nation? How will TPG decide which contract it steers potential clients to? TPG's marketing plan for DC could negatively impact the number of agencies under the Tucson contract and this directly equates to a loss of revenue share for the City of Tucson. The DC cooperative could be seen as a competitor to the City of Tucson. The City and Public Surplus over the years have courted several Virginia based agencies in hopes that they would utilize Tucson's contract. With the recent award, please identify those agencies that were being sought or were already under Tucson's current contract and have now been transitioned over to the DC contract. Given the above, will TPG consider changing the revenue share arrangement to allow the City's auctions to be included in the aggregate?

Response:

As the City is very aware over the past 5 years we have championed the City's Contract Nationally. The City's contract has been a very valuable National contract and has been in our best interest financially to aggressively push agencies towards it. If the new contract is just as advantageous to us as was the previous contract Public Surplus will continue to push and campaign this contract on a national basis. Our efforts will be equal or greater than they were previously.

The MWDCCOG contract is only a regional contract for the Greater DC area and was awarded with that intent. They are a closely knit procurement group that have many regionally cooperative contracts. While there are a few agencies in Virginia on the City's current contract there were many more that could not join because the contract was not regional. The City of Tucson is our only current national contract. We don't see the MWDCCOG taking away from our efforts to push the Tucson contract nationally and having a negative impact on the continual growth of revenues for the City.

The Virginia agencies currently under the City's national contract have remained under that contract. Public Surplus is not marketing for them to go under the MWDCCOG contract. The only Virginia agencies under the MWDCCOG contract are those that were unable to join Tucson's contract or were directly marketed as part of the regional effort MWDCCOG has put forth. Because we have not seen any lost revenue to the City by the MWDCCOG contract and because this is not a national contract we would not see the need to include the City's aggregate in the cooperative rebate. We see the City revenues growing over the next 5 years as we drive more and more agencies to its national contract.

April 7, 2011

9. Please provide a detail on the arrangement between TPG and the Group Purchasing Organization. Our understanding that a national type contract and revenue share based on nationwide efforts is something that is agreed upon before the solicitation is published. In essence, it is a true partnership between the Agency and the national cooperative. This would not necessarily be the case under Tucson's contract.

Response:

TPG has been in discussion with a national cooperative company that promotes government agencies contracts on a national basis. We have told them we are interested in a partnership if it is in TPG's and our selling agencies best interest. We have been told there is considerable interest in an online auction contract under their umbrella. We know the City currently has several contracts they pursue through similar agreements and are hopeful this contract will be one that is advantageous to the City and a national cooperative.

10. Would TPG consider a Volume Pricing/Buyer's Graduated Premium model in lieu of a flat commission percentage, similar to what is currently in place? If so, please provide the breakdown of each model.

Response:

TPG responded with a buyer volume discount that is the same as the one that is in place. If more information is needed on this please let us know.

Sincerely,



Eric Heaps
Chief Operating Officer
The Public Group

The Public Group

Discussion Points
Confidential
4 of 6



CITY OF
TUCSON

DEPARTMENT OF
PROCUREMENT

April 1, 2011

Eric Heaps, Chief Operating Officer
The Public Group, Inc.
PO Box 50675
Provo, UT 84605
erich@thepublicgroup.com

Sent via email, this day

**Subject: Request for Proposal No. 110163 – Auction Services
Notice of Intent to Negotiate**

Dear Mr. Heaps:

The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is inviting The Public Group to enter into negotiations. The City has reviewed The Public Group's proposal and would like to discuss the following points:

1. **Confidential Information:** Per Section 28-5 of the Tucson Procurement Code, the Director of Procurement shall determine whether specific information contained in an Offeror's response to a solicitation will remain confidential at the request of the Offeror. Appendices A-1 through A-16 of The Public Group's proposal is labeled as confidential. Please provide a written statement of why these particular sections of the proposal should be held confidential so that the Director may make a determination.
2. **Physical Security:** Describe the physical security of the hosting data center. Include security provisions of staff, as well as facilities.
3. **VIN Decoder:** Does The Public Group offer Vehicle Identification Number (VIN) decoder software/technology?
4. How does your firm manage those bidders that are blocked by multiple agencies but still are able to participate in auctions through your site? For example, if a bidder has been blocked by 10 separate agencies, can an agency contact your firm and request that the bidder be blocked from any Public Group site? Does your firm check for these types of rogue bidders? If so, how and how often?
5. Please explain when upgrades are performed. What are considered "non-peak hours?"
6. On page 29 of 35 of your proposal it states, "The payment collection process usually costs approximately 3% in addition to existing fees. This fee is simply a pass through cost of our merchant account fees..." Based on this statement, is the 3% merchant fee included in what comprises your stated 9% Buyer's Premium or is it a separate line item percentage you charge to the bidder?

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7. On page 29 of 35 of your proposal it states, "The City of Tucson may also use their own Merchant Account to have buyers pay online via credit card through our online system." Please explain how this arrangement works and what fees are associated. In order to take advantage of this function would Public Group require that the City turn over payment collection to them?
8. Your Transmittal Letter states that the Public Group was recently awarded a large contract for surplus disposition by the Metropolitan Washington D.C. Council of Governments and that this contract encompasses more than 30 agencies regionally and across the nation. In addition, the letter states that expected agency use under this contract will grow to more than 50 and generate \$10 million in gross sales. Given this initiative, how will Public Group ensure that the City of Tucson's cooperative contract is being marketed aggressively across the nation? How will Public Group decide which contract it steers potential clients to? Public Group's marketing plan for D.C. could negatively impact the number of agencies under the Tucson contract and this directly equates to a loss of revenue share for the City of Tucson. The D.C. cooperative could be seen as a competitor to the City of Tucson. The City and Public Surplus have over the years courted several Virginia based agencies in hopes that they would utilize Tucson's contract. With the recent award, please identify those agencies that were being sought or were already under Tucson's current contract and have now been transitioned over to the D.C. contract. Given the above, will Public Group consider changing the revenue share arrangement to allow the City's auctions to be included in the aggregate?
9. Please provide more detail on the arrangement between the Public Group and the Group Purchasing Organization. Our understanding that a national type contract and revenue share based on nationwide efforts is something that is agreed upon before the solicitation is published. In essence, it is a true partnership between the Agency and the national cooperative. This would not necessarily be the case under Tucson's contract.
10. Would the Public Group consider a Volume Pricing / Buyer's Graduated Premium model in lieu of a flat commission percentage, similar to what is currently in place? If so, please provide the breakdown of each model.

This Notice of Intent to Negotiate is not intent to award a contract and does not establish any contractual relationship between The Public Group and the City. Its intent is to notify the affected parties that the City will engage in negotiations with The Public Group. In the event that the City is not able to negotiate a satisfactory contract with The Public Group the City will formally terminate negotiations and may enter into subsequent negotiations with the next most qualified firm.

I would like to schedule a date and time to discuss these issues either in person or via teleconference. Please contact me at your earliest convenience to schedule a date and time. Also, if you should have any questions regarding the items above, please contact me at (520) 837-4132.

Sincerely,



Ruth Estrada, CPPB
Senior Contract Officer

c: File No. 110163

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

The Public Group, LLC
Company Name

P.O. Box 50675
Address

Provo, UT 84605
City State Zip


Signature of Person Authorized to Sign

Eric Heaps
Printed Name

Chief Operating Officer
Title

Name: Eric Heaps

Title: Chief Operating Officer

Phone: 800-591-5546 x 151

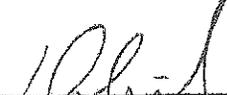
Fax: 801-932-7001

E-mail: erich@thepublicgroup.c

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 110163-01.

Approved as to form this 11th day of May, 2011.


As Tucson City Attorney and not personally

CITY OF TUCSON, a municipal corporation

Awarded this 9th day of May, 2011.


Mark A. Neihart, C.P.M., CPPB, A.P.P., CPM
As Director of Procurement and not personally

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4132
ISSUE DATE: February 17, 2011

REQUEST FOR PROPOSAL NO.: 110163
RFP AMENDMENT NO.: One (1)
PAGE 1 Of 2
RFP DUE DATE: March 8, 2011 @ 4:00 P.M., Local AZ Time
CONTRACT OFFICER: Ruth Estrada

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

110163

Auction Services

Amendment One (1)

1. **Due Date and Time** shall remain the same.
2. **Scope of Work, Section B. Online Auction Requirements:** The following paragraph is hereby added:

17. The Contractor shall not charge a fee, perform a credit check or in any other way prohibit potential bidders from participating in the online auction. The Contractor may request that bidders register as users in order to place a bid.
3. **Scope of Work, Section C. Live Auction Requirements:** Paragraph #11 is hereby removed from the RFP.
4. **Scope of Work, Section C. Live Auction Requirements:** The following paragraph is hereby added:

16. The Contractor shall not charge a fee, perform a credit check or in any other way prohibit potential bidders from participating in the live auction. The Contractor may request that bidders register with the Contractor in order to place a bid.
5. **Proposal Evaluation Criteria, Section II. Online Disposal Method, Section A. Method of Approach:** The following paragraph is hereby added:

28. Does the Offeror charge a buyer's premium (or auction fee as described in the Scope of Work, Section B, paragraph 8)? Describe how the buyer's premium is set and if the fee or percentage varies depending on the type of auction. Does the Offeror allow for the City/Cooperative Agency to pay the buyer's premium rather than the bidder?
6. **Proposal Evaluation Criteria, Section II. Live Disposal Method, Section A. Method of Approach:** The following paragraph is hereby added:

21. Does the Offeror charge a buyer's premium? Describe how the buyer's premium is set and if the fee or percentage varies depending on the type of auction. Does the Offeror allow for the City/Cooperative Agency to pay the buyer's premium rather than the bidder?

7. **Additional Questions:** The following are questions received to date and their answers:

Q. Is the City's surplus location fully staffed and can live auctions be held at the facility?

A. The City's surplus location, 4004 S. Park Avenue, is fully staffed during normal business hours. The surplus location is located in a facility, Price Service Center, that houses several other City operations and there is no space available to conduct a live auction at the facility.

Q. Do you have a list of current and previous customers who have purchased surplus items from the City or one of its partners through Public Surplus or otherwise, that you could share with the winning vendor for publicity purposes?

A. At this time, the City does not have the data requested. However, if the City is able to gather this information in the future then it will be shared with the Contractor(s) awarded the auction services contract.

Q. What proportion of your items will be sold online versus those sold through a live auction? Can you provide an accurate figure or at least ball park figures?

A. The City, and its cooperative partners who utilize the contract, will determine what disposal method is used on a case by case basis.

Q. Who will decide this split between live and online items? On what basis do they decide?

A. For the City, the Surplus Program Manager in conjunction with various City staff will determine what disposal method is used on a case by case basis. The City will choose the disposal method based on what is in the best interest of the City. The City cannot state how or why the cooperative agencies will choose their surplus disposal method.

8. The following firms were in attendance at the pre-proposal conference held on February 15, 2011:

Public Surplus
Web Data Corporation
Brent L. Davis and Associates
Sierra Auction Management Inc.

GovDeals
Ritchie Brothers
Auction Systems

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature _____ Date _____
Eric Heaps Chief Operating Officer
Typed Name and Title

The Public Group, LLC
Company Name
PO Box 50675
Address
Provo UT 84605
City State Zip

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4132
ISSUE DATE: March 2, 2011

REQUEST FOR PROPOSAL NO.: 110163
RFP AMENDMENT NO.: Two (2)
PAGE 1 Of 2
RFP DUE DATE: March 8, 2011 @ 4:00 P.M., Local AZ Time
CONTRACT OFFICER: Ruth Estrada

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

110163

Auction Services

Amendment Two (2)

1. Due Date and Time shall remain the same.
2. Additional Questions: The following are questions received to date and their answers:

Q. Scope of Work, Section C, paragraph 4 states that the City prefers to receive auction proceeds within 14 days after close of auction. Is that a mandatory requirement?

A. No, it is not mandatory. The City prefers 14 day remittance, but vendors may offer alternate remittance time periods in their proposals.

Q. Scope of Work, Section C, paragraph 5 states that the City reserves the right to set reserve prices for all vehicle auctions. Please clarify.

A. Due to internal funding requirements, the City's standard operating procedure is to set a reserve price on all vehicle auctions. Currently, the City sets reserve prices on other items, such as jewelry, very rarely. Vendors should state whether or not they would allow a reserve price to be set. The evaluation committee will consider all proposals.

Q. Scope of Work, Section C, paragraph 12 states that the City reserves the right to withdraw any item from the auction at any time prior to final commitment to the buyer. Please clarify.

A. Currently, the City uses an online disposal method which allows the City to withdraw any item from auction prior to the auction closing. Vendors should state whether or not they would allow withdrawal of any item from auction. They should also state what the cutoff time/date is for withdrawal of an item. The evaluation committee will consider all proposals.

Q. Scope of Work, Section C, paragraph 14 states that the City reserves the right to reject any or all bids on auction items. Please clarify.

A. Currently, the City will reject all bids on auction items that do not meet the predetermined reserve. This is done prior to an auction closing. Vendors should state whether or not they would allow rejection of any and all bids that do not meet reserve. They should also state what the cutoff time/date is for rejection of bids. The evaluation committee will consider all proposals.

265 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4132
ISSUE DATE: March 2, 2011

RFP AMENDMENT NO.: Two (2)
PAGE 2 OF 2
RFP DUE DATE: March 8, 2011 @ 4:00 P.M., Local AZ Time
CONTRACT OFFICER: Ruth Estrada

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

110163

Auction Services

Amendment Two (2)

Q. Is it a requirement of the contract for the successful auction company to currently possess an Arizona Used Motor Vehicle Dealer's license to comply with State law? If so, will there be a requirement as to how long the Used Motor Vehicle License will have had to be in effect prior to this RFP?

A. Per paragraph 24 of the Standard Terms and Conditions, "Contractor shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract." There is no requirement on how long any licenses and permits have been held. The only requirement is that the licenses and permits are current at the date of contract award and that they remain current for the entire term of the contract.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature Date
Eric Heaps Chief Operating Officer
Typed Name and Title

The Public Group LLC
Company Name
P.O. BOX 50675
Address
Provo UT 84605
City State Zip

The Public | Group®

Technical Proposal

**The City of Tucson
RFP 110163
Auction Services**

**Eric Heaps
Chief Operating Officer
Post Office Box 50676
Provo, Utah, 84605
(800) 591-5546 x151**

March 8, 2011

1. Transmittal Letter

March 8, 2011

City of Tucson
Department of Purchasing
Attention: Ruth Estrada
255 West Alameda
6th floor
Tucson, Arizona 85701

RE: Auction Services

The Public Group (herein referred to as TPG) is pleased to provide a response to the City of Tucson (City) solicitation for Auction Services. The Public Group is a leading provider of online solutions for public sector agencies and school districts. Our solution for City of Tucson is our acclaimed online auction application named **Public Surplus**. This application is a full turn-key approach as requested in the solicitation.

Public Surplus is currently used by thousands of government agencies nationwide such as the City of Houston, City of Phoenix, City of Chicago, Fairfax County, and the City of Baltimore. Additionally, several state governments and their agencies have implemented Public Surplus for their surplus disposal needs. Some such states are Montana, California, Georgia, Indiana, Louisiana, and Washington. Nationwide, more than 2,300 agencies use our services. A detailed list of references is attached within this proposal.

The Public Group was recently awarded a large contract for surplus property disposition by the Metropolitan Washington D.C. Council of Governments. This contract encompasses all aspects of online auction services similar to the Scope of Work contained herein of the City of Tucson solicitation. More than 30 agencies regionally and across the nation are piggybacking on this particular contract. This 5-year contract was the result of a competitively bid and evaluated solicitation for online auction services. This contract is expected to be utilized by more than 50 agencies and generate more than \$10 million in gross sales for participating agencies. Please reference the attachment to this response for additional information. We were this awarded this contract based on the overall comprehensive functionality, superior software solution and most competitive price.

In response to the above referenced RFP, we have included herewith company information, a description of our Public Surplus Auctioning System and other requested information.

Furthermore, The Public Group has reviewed the Terms & Conditions as enumerated within of this solicitation, and will comply accordingly if awarded a contract as a result of this solicitation. Additionally, upon notice of award, The Public Group agrees to be compliant with the applicable laws of the state of Arizona, all Federal Civil Rights Laws, Equal Opportunity Compliance, and the Federal Disabilities Act.

The attached proposal is submitted without collusion, coercion, or kickbacks or gifts of any kind to anyone, including, but not limited to employees or officials of the City of Tucson.

The proposal response submitted to the City of Tucson by The Public Group is for **Online Disposal Method (option 1)** as enumerated within this solicitation.

Representations regarding our services are made by the undersigned currently serving in the capacity of Chief Operating Officer of The Public Group LLC. The prices quoted herein are the total fixed price for the equipment and services enumerated within this response.

The undersigned is duly authorized to legally bind The Public Group LLC for services enumerated within this response. The entire contents of the proposal and subsequent pricing shall remain firm for a period of no less than one hundred eighty (180) days from the submission of this response.

Sincerely,

Eric Heaps
Chief Operating Officer
800-591-5546 ext 151
erich@thepublicgroup.com

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2. Response Clarification

TPG is responding with a proposal for option 1, Online Disposal Method.

The current TPG online business model does not provide live auction services. We feel that our **Perpetual Auction Methodology** (meaning online auctions as needed) provides our clients with greater cost savings through the elimination of additional expenditures such as storage and towing. Simply put, the City of Tucson and its cooperatives will have access to their online sales account with TPG thereby being able to list confiscated / surplus property immediately upon receipt. Since we support multiple locations, property can be listed wherever it is currently stored.

3. Statement of Understanding

We have read and reviewed this solicitation in detail. We have over 10 years of experience in responding to and winning various solicitations from a variety of government agencies. We firmly believe that not only are we qualified to meet all of the deliverables enumerated within this solicitation, but that we are the best and most cost effective solution available. TPG has years of experience in developing and implementing online auction programs similar to the City's request. Our staff consists of experienced programmers, engineers and former government managers.

TPG understands the complexity and scope of this solicitation, and has the in-house staff necessary to meet aggressive time lines, adapt to changing needs, develop customized solutions for agency requirements, and leverage the power of our buyer base to achieve the highest possible sales for our agencies.

4. Scope of Work

The Public Group, LLC (TPG) believes that its web-base software application, Public Surplus and strategies for surplus disposal will aid the City of Tucson and its cooperative agencies in generating significant cash flow from the sale of surplus property and confiscated assets. TPG, through Public Surplus, has the capability and resources necessary to deploy and maintain a transparent, thorough, surplus disposal program that serves the needs (identified and un-identified) of City of Tucson. Our application provides open access to bidders and agencies alike, providing a safe, results-oriented surplus disposal application. TPG brings a 10-year proven track record of performance and success in similar programs for state and county governments.

4.1 Performance Objectives

1. Ability to sell all miscellaneous surplus, vehicles, heavy equipment, lost, unclaimed and confiscated property.

RESPONSE:

Public Surplus is a robust online marketplace wherein thousands of government agencies sell confiscated, lost, surplus, and unclaimed property. We have hundreds of vehicles and heavy equipment items online. Our proven ability to sell said items can be followed up through our references listed in our response.

2. Increased bid prices for auctioned items.

RESPONSE:

Public Surplus online marketplace brings hundreds of thousands of qualified buyers together to purchase City of Tucson and cooperative agencies confiscated and surplus items. During the past several years, **Public Surplus** has developed and expanded the already large buyer base in the greater Tucson area. This large buyer base brings higher bid prices for auctioned items through greater competition. Our auction extension feature is a key to increase bid prices and overall revenue for the City.

3. Convenient auction participation for the Tucson bidding community.

RESPONSE:

Public Surplus is proven technology and is the easiest system on the market for both the sellers and the buyers. Our page views per user are half of that of our closest competitor proving this statement. Our online methodology and local buyer familiarization with our website and processes will continue to ensure maximum buyer participation in the Tucson bidding community.

4. Ease of program administration for City staff

RESPONSE:

The system is designed for ease of use. Some such features are the ability to revise existing listings, copy existing listings for creation of new listings, and the ability to retract or end listings. All of these features are readily accessible from the seller user menu. As a software development company we know of no other system on the market that can boast the functionality and simplicity of **Public Surplus**.

5. Reduction in on-hand surplus inventory and related inventory carrying costs.

RESPONSE:

The Public | Group

March 8, 2011

Our Perpetual Auction Methodology enables agencies to list surplus assets as they become available. By listing as surplus becomes available, agencies move surplus quicker, and reduce both held inventory and related carrying costs. Many features listed herein reduce overhead and increase auctions to the market faster than any system on the market.

6. Increased market presence and bidder base

RESPONSE:

The TPG solution for City of Tucson will leverage the economies and purchasing power of our buyer base through Public Surplus to develop maximum return on investment (ROI) for the City of Tucson. Through the use and implementation of Public Surplus, TPG will provide City of Tucson access to over several hundred thousand registered buyers with hundreds of millions of dollars of purchasing power. TPG's continuous marketing activities will consistently develop new individual and professional buyers, whose surplus purchasing habits will mesh with confiscated and surplus assets for sale by City of Tucson. Because our Marketing is targeted, it brings more qualified bidders to the City's auctions. The bottom line is that qualified buyers bring in more money for the City.

7. Reduction in direct and indirect auction costs

RESPONSE:

By implementing our Perpetual Auction Methodology, agencies list surplus assets as they become available. This means that agencies will typically list surplus more often overall, thus keeping bidder interest high. We believe that higher bidder interest coupled with our auction extension feature provides the best opportunity for reduction in auction costs. We also have the ability to mass upload auctions along with the ability to integrate into existing databases greatly minimizing overhead and direct costs associated with auction listings and awards.

8. Reduction in the number of buyers who renege on payment.

RESPONSE:

Public Surplus has made great strides in this area over the past few years. While you can't eliminate all default bidders we have implemented several steps to curb this activity. The City will have the ability to block bidders at anytime and for any reason from participating in their auctions. Many of our automated processes such as bid deposits and address verification will also be available to the City upon request. Several internal tracking tools and reports help us find and suspend buyers before they become problematic. We enjoy the lowest default rating among online auction companies that we are aware of.

March 8, 2011

4.2 Online Auction Requirements

1. Contractor shall provide a fully hosted website. The City shall have the ability to have a link, which is seamless to the bidding community, from which its auction domain name (citysurplus.org) to the Contractor's website, which allows bidders direct access to City auctions, with minimal clicks.

RESPONSE:

TPG provides a fully hosted website and subsequent agency homepage within www.publicsurplus.com. We can also connect to the City of Tucson's website at www.citysurplus.org allowing this process as seamless as possible.

2. Ability to sell surplus property online, 24 hours a day, 7 days a week.

RESPONSE:

Public Surplus is an online marketplace that is available to buyers and sellers 24/7/365. Scheduled maintenance is performed during non-peak hours.

3. Ability for the City to manage all aspects of the bidding process online, from creating auction text, uploading photos, responding to bidder questions, blocking default bidders and recording of payment receipt data as well as having the option to have the Contractor manage many of these aspects.

RESPONSE:

Public Surplus meets and adheres to these requirements.

4. Ease of program administration, including but not limited to posting of auctions, marketing of auctions, receiving payment from bidders, blocking bidders, invoicing, etc.

RESPONSE:

Public Surplus is a seller-friendly application that has been serving government agencies for over 10 years. Our current clients enjoy and appreciate the power and simplicity of our system. We take great pride in understanding the government sector and program our site accordingly.

5. Contractor shall provide ongoing training opportunities and documentation for the City and the buyers. Training can be conducted through webinars.

RESPONSE:

Public Surplus will offer the training and documentation listed above.

6. Contractor shall provide easily accessible and highly responsive technical support and customer service. Contractor will endeavor to respond within one-hour, and absolutely shall respond within one business day, to all inquiries from the City, its cooperative partners and buyers. In addition, technical issues identified by the Contractor, which have the potential to disrupt business, must be relayed to the City and to all Cooperative Agencies within one business day of issue identification.

RESPONSE:

Public Surplus currently meets and adheres to this policy.

March 8, 2011

7. The City shall have the ability to block bidders from City auctions at the City's sole discretion.

RESPONSE:

The City of Tucson and its cooperative agencies will have the ability to block or otherwise restrict bidders for non-performance or default issues. Bidders blocked by the City will be unable to bid on future listings of the City of Tucson.

8. Option for a City pays or Buyer pays auction fees arrangement or a combination of the two.

RESPONSE:

All agencies that use Public Surplus have this option currently.

9. The online system must be able to automatically notify the City and the winning bidder of awarded auctions.

RESPONSE:

This is currently active and implemented.

10. At a minimum, the Contractor shall offer a fee structure wherein the Contractor's fee is a percentage based on the actual amount for which an auctioned item is sold (excluding sales tax). The Contractor will be responsible for the payment of all Contractor costs associated with the auction from fees to Contractor charges and receives from the City. An itemized expense schedule and fee report shall be prepared for each auction. The Contractor will only be paid its auction fee on items that have sold and have been paid. The Contractor can propose other fee structures in addition to the scenario stated above.

RESPONSE:

All agencies that use Public Surplus have this option.

11. The City must have access to bidder profile information in order to call, fax or email any bidder.

RESPONSE:

This is currently active and implemented. This information is provided to the selling agency in the Closed Auction section, and in other locations during the auction.

12. The City must have the ability to view a detailed bid history of its auctions at any time during the auction or after it closes.

RESPONSE:

This is currently active and implemented.

The Public | Group

March 8, 2011

13. Contractor shall actively market auctions to prospective bidders in order to expand the Contractor's bidder list.

RESPONSE:

Public Surplus will actively market *both* the City's online auctions, and participation for cooperatives under the City's contract. We will also take advantage of other avenues we have found to be successful such as trade magazines and mass media outlets.

14. Contractor shall provide a report on a quarterly basis that identifies all cooperative agencies that are utilizing the City of Tucson contract. The report will also clearly identify new contract users and their respective "go-live" date.

RESPONSE:

This is currently active and implemented with the exception of the "go-live" date. Many factors can affect the "go-live" date of a new agency, making it difficult to foresee what the actual "go-live" date will be. If the City felt this was an absolute need we would be willing to work with them on a solution.

15. The Contractor will work directly with the City on marketing of new functionality or services to cooperative agencies utilizing the City's contract. Contract amendments detailing new functionality or services shall be executed before new functionality or services options can be exercised by the City or cooperative agencies.

RESPONSE:

Public Surplus has evolved in this arena over the years. We now have a process in place to do just that. We understand and agree the Cooperative lead agency needs to be involved before certain aspects of our service are offered.

16. There may be a transition period between award of a new contract and closing of auctions currently posted on the City's auction site and on the auction sites of current cooperative agencies. The Contractor shall dedicate adequate resources to ensure that the City and its current cooperative agencies are transitioned in the most efficient and least disruptive manner.

RESPONSE:

Not applicable; Public Surplus is the incumbent, and as such, operations will continue uninterrupted.

4.3 Live Auction Requirements

RESPONSE:

Not applicable; our response is for option 1 - Online Auction Service

The Public | Group

March 8, 2011

4.4 Cooperative Purchasing Provisions

1. The City's current contract contains a Cooperative Purchasing provision whereby public and non-profit agencies nationwide can utilize the services provided for under this resultant contract. The ability to "piggy-back" on the contract eliminates the need for these agencies to conduct a competitive source selection process for online auction service since the competitive requirements were already satisfied by the City of Tucson's source selection process. The Cooperative Purchasing provision is beneficial to both the City and to other agencies. Therefore, the resultant contract will also provide for this arrangement.

RESPONSE:

TPG's response provides for this arrangement. Due to the fact that the City is interested in maximizing revenue from other agencies use of this contract, through the cooperative contract provisions in this contract, TPG is offering to negotiate with the City on an agreement with a third party Group Purchasing Organization, such as National IPA. This approach would increase the scale of this contract and result in greater revenue to the City. Our understanding is that Tucson has a similar arrangement on several other contracts.

2. Attachment B lists all cooperative agencies that have utilized the City's Online Auction contract.

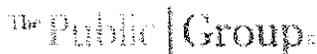
RESPONSE:

Acknowledged.

3. Special Terms and Conditions, Paragraph 5, provides a web address to list all agencies that have entered into a Cooperative Purchasing Agreement with the City. The city does not guarantee that all or some of the listed agencies will utilize the resultant contract. The City anticipates partnering with the contracted provider(s) and marketing the contract to existing cooperative agencies and other agencies nationwide. As the Lead Agency for this contract, the City invests many staff hours developing a contract that appeals to the diverse needs of existing and potential Cooperative agencies as well as offering auction / surplus program development assistant the agencies. Because of this effort, the City anticipates establishing a revenue share agreement with the successful contractor(s). Under the current contract, the City receives 5% of the fees that its contracted provider collects from the sales generated by cooperative agencies that utilize the City's contract. Over the five-year contract term, the city was paid \$25,741.93.

RESPONSE:

TPG's response provides for this arrangement.

The Public | Group

5. Method of Approach - Online Disposal Method

The Public Group, LLC (TPG) 's software application, **Public Surplus** and strategies for surplus disposal will aid the City of Tucson and the participating cooperative agencies in generating significant cash flow from the sale of surplus property and confiscated assets. TPG, through Public Surplus, has the capability and resources necessary to deploy and maintain a transparent, thorough, surplus disposal program that serves the needs (identified and un-identified) of City of Tucson. Our application provides open access to bidders and agencies alike, providing a safe, results-oriented surplus disposal application. TPG brings a 10-year proven track record of performance and success for state and local governments.

5.1 Roles and Responsibilities

Offeror shall clearly identify and distinguish between the roles and responsibilities of the Contractor from that of the City (including cooperative agencies).

RESPONSE:

Roles and Responsibilities of TPG

Our existing relationship with our selling agencies over the years has been a journey, not a destination. As such, we strive to not only meet, but also exceed our roles and responsibilities to these selling agencies. By fulfilling our roles as described below, we feel that we build on our existing successes, and provide continued un-interrupted service to selling agencies like the City of Tucson.

Online Marketplace

TPG views its core responsibility as providing the City reliable access to our large online marketplace, to sell confiscated and surplus items for the highest amount to the most qualified bidder. The Public Group buyer base is several hundred thousand strong nationally. Our number of registered bidders increases on a daily basis and is more than sufficient to bring our agencies top market value for their items. Based upon our relationship with agencies in the State of Arizona over the past several years, we have developed a strong market share in the Southwest as well as nationally.

Reliability

TPG has been a leader in innovation and technology for more than 10 years. We continually improve the system and the support of our clients on a regular basis making our system the easiest and most comprehensive system on the market. Our development plans are to meet and exceed our clients' needs and expectations in the years to come with regular releases based on the feedback of our clients and the availability of technology.

March 8, 2011

City of Tucson
Request for Proposal No. 110163
Auction Services

Support

TPG will provide the City and its cooperatives with un-paralleled customer support services. The City and its cooperative agencies will receive listing assistance as appropriate from the local representative, and the Agency Support Team. Assistance will include, but not limited to: auction creation, minimum bid, reserve pricing strategies, and creation of disclaimers. Agency support will be provided via email, online chat, and toll free telephone for the City and its cooperative agencies. They will also have access to the online FAQ section of Public Surplus 24/7/365.

Revenue

TPG strives to provide its customers with seamless revenue collection, and sales proceed payment. If TPG effectuates payment collection on behalf of City of Tucson / cooperative agencies, buyers will submit payment to TPG electronically via credit card (VISA, MasterCard, Discover), or wire transfer. Sales transactions exceeding \$4,000 will require a wire transfer. TPG will remit payment to the City on a quarterly basis for all revenue generated through the Contract Revenue Sharing Agreement in the previous month.

For cooperative agencies that have TPG collect payment, proceeds will include an itemized statement for assets sold and paid for during the period. A separate payout for sales tax collection will be issued. Each member agency of the City of Tucson cooperative will have their own, unique accounting trail for assets sold and proceeds received.

Month-end reconciliation will be effectuated online through the reporting an invoicing section of the seller account. Information in this section will have limited viewing permissions based upon the initial permission given by the City of Tucson Cooperative account administrator.

Roles and Responsibilities the City

TPG believes that the City will be responsible for identifying confiscated and surplus items, creating listings on Public Surplus for internal re-allocation and public sale. Additionally through Public Surplus, the City will be responsible for managing listings including posting photos, schematics, etc. as necessary, writing descriptions of the item(s), answering questions from potential buyers, and collecting payment from buyers. After which, the City will provide buyers with a reasonable amount of time to remove purchased items, and provide access to same.

Payment will be remitted to TPG according to the terms of the contract. The City will market the use of its contract to other cooperatives in addition to the marketing efforts of TPG.

Roles and Responsibilities of Cooperative Agencies

The roles and responsibilities of cooperative agencies would be the same as those for the City, with the exception that if TPG collects payment on behalf of the agency, payment collection and payment remittance would not be necessary.

The Public | Group

March 8, 2011

5.2 Sub Contractors

Identify any sub contractors or third parties that will be used to carry out any work under this contract.

RESPONSE:

TPG will not utilize any sub contractors or third parties to carry out any work under this contract.

5.3 Implementation Schedule

Provide an implementation schedule, including tasks, resources, duration and dependencies for the City and cooperative agencies.

RESPONSE:

As the incumbent all such operations will continue uninterrupted.

TPG recommends that within 30 days of the signing of a new contract TPG management meet with City of Tucson Department of Procurement management to discuss and establish a plan to aggressively re-market the Tucson contract to prospective agencies (both identified and yet unidentified). The implementation schedule of this marketing plan would also be established.

5.4 City's Domain Name

Describe how the City's domain name will be incorporated into your online system. Clearly identify how many "clicks" bidders will need to exercise in order to access the City's auction?

RESPONSE:

Upon clicking on or entering in the City's domain name, buyers will go directly to City's customizable home page on Public Surplus, which lists only the City's auctions and auction information. Buyers will reach the City's home page on Public Surplus after one click, and be able to browse city auctions by clicking "View All Auctions for City of Tucson".

March 8, 2011

5.5 Plans to Market the Program to Potential Bidders

Describe how the Offeror proposes to market the program to potential bidders. Provide samples of marketing efforts that have worked effectively in the past in attracting new bidders.

RESPONSE:

Public Surplus will market the City's auctions to interested buyers automatically. Buyers create interest lists based on categories and geographical locations. Public Surplus then automatically notifies buyers via email when auctions match their criteria.

The City will maintain a "home page" on Public Surplus where buyers will have access to only City auctions. The City can highlight featured auctions and auctions about to end, and post information important to buyers. This home page will be linked to the City's domain - www.citysurplus.com.

The Public Surplus Buyer Contact Department will aggressively promote and market heavy equipment and other high-dollar items in an effort to maximize the full revenue potential of the asset. Specifically, TPG will target known buyers locally, regionally, and nationally that have an interest in certain assets.

Past efforts that have proven successful are advertising in Trade Publications, Press Releases telephone call campaigns, newspaper articles, and Power Point Slides for viewing on Public Television.

We will continue to build on the existing qualified buyer database that we have developed for our selling agencies over the past 10 years. Additionally, we will work closely with the City of Tucson in the advertising of the City of Tucson's surplus.

Please refer to reference material in Appendix A-1 "Marketing".

5.6 Use of the Contract in Marketing TPG

Describe how the Offeror plans to use the contract in marketing itself (e.g. use of City of Tucson's name in promotional materials, seminars, magazine articles).

RESPONSE:

Please refer to Section 5.5 of this response.

5.7 Average Number of Hits Per Day

Indicate the average number of "hits" per day the proposed website receives.

RESPONSE:

While we get well over 4 million hits a day on our website we have always felt that it is not the number of hits that increase revenue but the number of bidders. Public Surplus has always been able to get the most qualified bidders participating in our client's auctions. We will be able to do this for the City of Tucson and provide a successful overall experience in selling surplus assets online.

Please refer to Appendix A-2 "Statistics".

5.8 Buyer Default

Describe the Offeror's plan to minimize the number of buyers who renege on awarded auctions and the tools available to the seller if this occurs. Also describe how the Offeror addresses those bidders who renege and have been blocked from participating in auctions by the Agency, who then establish multiple usernames and logins. What actions does the Offeror take to prohibit participation by these bidders?

RESPONSE:

City of Tucson will have the ability to block or otherwise restrict bidders for non-performance or default issues. Bidders blocked by City of Tucson will be unable to bid on future listings of City of Tucson. Additional resources such as bid deposits and address verification further reduce bidder default. Public Surplus can block or otherwise restrict buyers on a per case basis.

Public Surplus consistently takes a proactive approach in monitoring bidder information and bidder activity through a variety of tools. This further reduces the possibility of buyer default. We also query reports based on bidder activity to identify area of fraudulent activity and default bidding.

Buyer registration is an easy 3-step process that is designed to verify information and prevent buyers from registering multiple accounts.

Please refer to appendix A-3 "Reducing Buyer Default".

5.9 Types of Items

Describe the types of items that may be sold on the proposed website and any exclusions (e.g. items with an estimated value less than \$25.00).

RESPONSE:

The City is welcome and encouraged to sell any and all City-owned property on Public Surplus. Agencies sell abandoned, confiscated, excess, scrap, surplus and unclaimed property on Public Surplus.

Public Surplus has extensive experience in the online sale of a wide variety of assets such as aircraft (planes & helicopters), computer equipment (pc & mainframe), office furnishings, communication equipment, telecommunications, machine shop & metal work equipment, heavy equipment (bulldozers, graders, etc), Transit Buses, and vehicles (cars, school busses, trucks, parts, etc). Our unique and simplified online category system makes it easier for both buyers and sellers to quickly locate specific items. Essentially, any item that can be lawfully sold can be listed on Public Surplus.

There are no exclusions, as related to anticipated value.

5.10 Auction Creation - Photos, Text & Video

Discuss size and quantity limitation for the number of photos that can be downloaded for each auction. In addition discuss any limitation on the quantity of text allowed per auction. Also discuss video capabilities and limitations.

RESPONSE:

Public Surplus incorporates digital photography into its online auction system. We encourage agencies to post at least one, clear, defined photo for each asset listed on our service. Supporting listing information can be uploaded into the listing in a variety of formats, including but not limited to: Word, Excel, RTF, Plain Text, and jpeg.

Multiple images can be uploaded at one time, and can easily be re-arranged through a user-friendly drag – n- drop process. Images are automatically re-sized by the system for proper formatting. Images are also expanded by a single click of the user when viewing the listing. There is no limit to the number of images that can be uploaded for each auction.

We also support the embedding of YouTube videos. This support is currently limited to the YouTube 10 minute video standard. Each agency has the ability to upload their videos to their respective auction listings.

5.11 Training and Instructional Materials

Describe training services and instructional materials that are available to the seller and the buyers. Indicate any distribution restrictions that may apply and how often the materials are updated.

RESPONSE:

Agency Training

TPG will provide City of Tucson end user training in a group type forum via an online presentation and training program. Users will be able to interact and voice questions during the presentation, and on certain occasions video conferencing tools may be implemented. We make every effort to be as environmentally conscious as possible. As such, and because our services are online in nature, TPG does not usually provide written documentation and users manuals. However, we will provide user manuals and other written support documentation as necessary, and upon written request from the City of Tucson. Additionally, on-site training is available by request from our local staff in Arizona.

Agency support representatives who are experts in the features and functions of Public Surplus present the training material in an effective, professional manner, and training sessions are customized to meet the unique training needs of specific users or groups of users. TPG will schedule as many training sessions as needed, at the City's convenience at no cost to the City. Up to 25 users can attend each session.

Public Surplus includes online help via the "help" link at the top of every web page, and via links placed throughout the website. These question marks indicate links to additional information about the associated feature.

Though not often requested, written instructional material is available and can be distributed to City employees who utilize Public Surplus. This material is updated when TPG releases enhancements to Public Surplus.

Buyer Training

Public Surplus was designed to be intuitive and easy-to-navigate, especially for people utilizing it for the first time. Most buyers are able to register, browse, bid and buy without contacting TPG for training or any other type of support. For buyers who need training support we offer online help features, and support via email and online chat.

Buyers can contact Public Surplus through email or online chat or during the hours of 7am - 4pm MST, and access the online FAQ section of Public Surplus 24/7/365.

5.12 Technical Support

Describe how the Offeror proposes to meet the City's and cooperative agencies' need for technical support.

RESPONSE:

The City of Tucson and cooperative agencies will receive listing assistance as appropriate from the Project Manager, the local representative, and the Agency Support Team. Assistance will include, but not limited to: auction creation, minimum bid, reserve pricing strategies, and creation of disclaimers. Online support is provided via chat, email, and 24/7 toll free telephone support for City of Tucson / cooperative agencies. City of Tucson / cooperative agencies will also have access to the online FAQ section of **Public Surplus 24/7/365**.

Members of TPG's agency support team will provide responsive, professional and timely support to the City and Cooperative Agencies. TPG strives to respond to all agency support requests within one hour, and will respond to all support requests within one business day. In the unlikely event that a technical issue occurs which has the potential to disrupt agency business, TPG will inform the City and Cooperative Agencies within one business day.

TPG's agency support methodology includes dedicated support representatives, meaning that an agency contacts the same support representative when questions or issues arise, or for strategic consulting. The City's support representative, Jarad Van Wagoner, is familiar with our selling agencies in the State of Arizona and stands at the City's disposal to assist them in getting the most out of their surplus operations.

Mr. Van Wagoner will pro-actively contact the City in order to confirm that users are comfortable using Public Surplus and there are no issues in using our service.

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5.13 Other Support

Describe what types of other support your company provides (e.g. on-call, hotline, on-site emergency assistance, buyer identification, etc.). What are the hours and days of other types of support (7 days/week, 24 hours/day)? Do you provide upgrade packages for support? If so, specify types and related information (e.g. – type, cost, time). Distinguish between support available to the seller and support available to the buyers.

RESPONSE:

Other Agency Support

Should the City require emergency support outside of standard business hours (Monday through Friday 7AM through 4PM Mountain Time) the City will be able to contact a dedicated Support Supervisor. At this time TPG does not offer support 24/7/365, nor does it have tiered levels of support at different price points. In our experience, the majority of agency users work during normal business hours and calling the Support Supervisor for after-hours support is the most cost-effective and efficient manner of handling support outside of normal business hours.

Other Buyer Support

Buyer Support is available Monday through Friday 7AM through 4PM Mountain Standard time via email and live chat. Support requests submitted via email during support hours are typically acknowledged within 1 hour and most (90%) are resolved within two hours.

5.14 Software Capabilities & Functionality

The City is looking for proven software capabilities for the online surplus program. Describe the capabilities and functionality available to the City and how often upgrades are made to the system including the testing processes followed by the Offeror before implementation of an upgrade.

RESPONSE:

The TPG application, Public Surplus is a comprehensive, flexible tool for asset reallocation and sale of confiscated, excess, surplus and unclaimed property. This application was designed in-house by TPG programmers and continues to be enhanced and supported by in-house I/T professionals. Public Surplus includes standard features and functionality that will make it easy for City users to reallocate assets, and post and manage auctions. It is also buyer-friendly, in that it is easy for buyers to browse, bid and buy surplus property. Over the past 10 years Public Surplus has helped thousands of public agencies increase surplus property sales through the use of our online auction application and perpetual Auction Methodology.

Public Surplus, and its strategies will enable the City and Cooperative Agencies to generate significant cash flow from the sale of confiscated, excess, surplus and unclaimed property. TPG, through Public Surplus, has the capability and resources necessary to maintain an effective, transparent, and thorough surplus disposal program that serves the needs (identified and un-

The Public | Group

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City of Tucson
Request for Proposal No. 110163
Auction Services

identified) of the City. Our application provides open access to bidders and agencies alike, and is a safe and results-oriented surplus disposal application. TPG will maintain all data related to City auctions for a minimum of 7 years, providing an audit trail and transparency. TPG brings a 10-year proven track record of performance and success in similar programs for state, county and city governments.

TPG's development and growth reflect our commitment to fulfilling a calling for the design of a transparent and reliable online platform for governments to sell surplus property. Unlike much of our competition, TPG's software products are designed exclusively for governments, and are not altered or otherwise modified for government use. Our dedication to our calling and our clients continually drive us to ensure that our entire operation is committed to achieving the highest possible results.

Our unique government experience and proven performance will provide the City and Cooperative Agencies with a solution that meets or exceeds all requirements of the solicitation, as well as providing the City with a partner that is committed to the success of the surplus property disposal program and the contract.

Specifics about the software capabilities and functionality and upgrades are included in Section 5.23 of this response and Appendix A-4 "Auction Creation and Tools".

5.15 Fully Hosted Website

Confirm that the Offeror can provide a fully hosted website and that the City shall have the ability to have a link, which is seamless to the bidding community, from its auction domain name: citysurplus.org to the Contractor's website.

RESPONSE:

Public Surplus is a fully hosted website and the City will have a link, which is seamless to the bidding community, from its auction domain name: citysurplus.org to Public Surplus.

5.16 Physical Security

Describe the physical security of the hosting data center. Include security provisions of staff, as well as facilities.

RESPONSE:

As a private company in a competitive market we have found it necessary to keep information such as this confidential. The release of any such information may provide our competition with the advance knowledge necessary to beat us to market, impede, or otherwise harvest intellectual knowledge. Such release may cause irreparable damage to TPG's business interest to which the full extent would be impossible to ascertain; wherein monetary damages would not be a sufficient remedy for the Company.

We will provide this information if a Notice of Intent to Award from the City of Tucson is received, and if requested in writing wherein confidentiality is assured.

TPG's servers are hosted in physically secure facilities. Please refer to Appendix A-5 "Security of Hosting Data Center".

5.17 Electronic Security

Describe the electronic security of the hosting data center. Include external and internal provisions.

RESPONSE:

Please refer to Appendix A-5 "Security of Hosting Data Center".

5.18 Protection of Agency Data

Describe the mechanisms used to ensure protection of Agency data, passwords, etc.

RESPONSE:

Please refer to Appendix A-6 "Protection of Agency Data".

5.19 Backup & Disaster Recovery Strategy

Briefly describe your overall backup and recovery strategy and a disaster recovery or business resumption strategy.

RESPONSE:

Please refer to Appendix A-5 "Security of Hosting Data Center".

- | | | |
|-----|-----|--|
| YES | 1. | Ability to provide City with all City data in easily usable electronic form at regular intervals. |
| YES | 2. | Provision of hardware environment that yields 99.9% uptime, exclusive of planned maintenance windows. |
| YES | 3. | Provision of notification to City for downtime in advance if planned and immediately if unplanned. |
| YES | 4. | Provision of secure network connection between City users and host site via industry standard techniques. |
| YES | 5. | Ability to restore entire environment within contracted durations. |
| YES | 6. | Ability for users to schedule and submit jobs. |
| YES | 7. | Provision for Vendor monitoring of system operation to detect hung processes or inactive sessions and take action. |
| YES | 8. | Ability to provide redundancy in network and hardware environments. |
| YES | 9. | Ability for users to run reports during all hours except for specified maintenance windows of no greater than two hours per day. |
| YES | 10. | Provision of security so that the City's data is available only to authorized users. |
| YES | 11. | Ability to accommodate growth in City's requirements. |
| YES | 12. | Provision of notification and appropriate City testing of software updates and security patches. |
| YES | 13. | Provision for encryption capability option that prevents unauthorized access to data. |

5.20 Network Connection Assurance

Describe how Offeror ensures a secure network connection between Agency users and host site via industry standard techniques. In addition, describe the Offeror's security provision so that the Agency's data is available only to authorized users.

RESPONSE:

TPG uses Hypertext Transfer Protocol Secure (HTTPS) protocol to provide encrypted communication and secure identification of Public Surplus.

Additional information is not provide in that as a private company in a competitive market we have found it necessary to keep information such as this confidential. The release of any such information may provide our competition with the advance knowledge necessary to beat us to market, impede, or otherwise harvest intellectual knowledge. Such release may cause irreparable damage to TPG's business interest to which the full extent would be impossible to ascertain; wherein monetary damages would not be a sufficient remedy for the Company.

Please refer to Appendix A-6 "Protection of Agency Data".

5.21 Customer Feedback

Describe how customer feedback (from sellers and buyers) is received, considered and responded to.

RESPONSE:

Feedback is received via chat, email, and telephone from both buyers and sellers. All reasonable suggestions for improvement are considered and discussed with our development team. Agency (seller) customizations are given first priority. Acknowledgement of feedback is typically provided within 24 hours during the week, and on the first business day if received during the weekend. Actual implementation of agency customization depends upon various circumstances such as complexity, scope, and impact of other components.

March 8, 2011

5.22 Accounting Process

Describe the accounting process for documentation of payment and non-payment by bidders and invoicing.

RESPONSE:

TPG will allow the City easy access to enter and track payment from buyers on our system. This simplicity remains the same regardless of whether we collect payment or the City does it for themselves. Our easy to access reports and search fields will allow the City to easily find and track buyers whom have not paid for an item after an allotted time and they can then decide to block or move to the next highest bidder in the auction process. Our invoicing system is simple and easy to follow and is done on a net 30 basis. Invoicing is not needed if we collect for the City or its cooperative members.

5.23 Auction Creation

Describe the various tools and customizations available to the seller in creating auctions, including but not limited to, internal reallocation, "private" auctions (e.g. law enforcement only), Dutch or split auctions, reserve prices, minimum bid requirements, bidder deposit requirements, ability to copy previous auctions, ability to repost previous auctions, etc.

RESPONSE:

Please refer to Appendix A-4 "Auction Creation and Tools".

5.24 Bidding Tools

Describe the various tools available to the bidder in participating on auctions, including but not limited to, email notifications, proxy bidding, identity protection, dynamic closing, etc.

RESPONSE:

Please refer to Appendix A-7 "Bidding Tools".

5.25 Reporting Capabilities

Describe what reporting capabilities are available to the Agency.

RESPONSE:

Please refer to Appendix A-4 "Auction Creation and Tools".

5.26 Security Capabilities & Privacy Protection

Describe the system's security capabilities and the privacy protection available to both the sellers and the buyers.

RESPONSE:

Please refer to Appendix A-8 "Security & Privacy".

5.27 Website Information and Administrative Access

Provide website information and administrative access to the site. Include instructions and screen shots for navigating the various site tools. Are there limitations to the number of Administrative Users on the site?

RESPONSE:

Public Surplus can be accessed at www.publicsurplus.com. There are no limitations to the number of Administrative Users on the site, nor is there a limitation to the number of users.

Please refer to Appendix A-9 "Website Information and Administrative Access" for screen shots and additional information.

6. Price Proposal

6.1 Fees

Present all fees and any costs related to the program (including training, implementation, etc.) that will be charged or withheld from the City and cooperative agencies. Discuss how fees are collected from an Agency pay and a Buyer pay perspective. Describe options available for collecting payment from bidders. What payment options does the Offeror accept from bidders and the City? If credit card is an acceptable form of payment from the bidder and the City, what fees apply? Can fees be paid online?

RESPONSE:

The following services will be continued to the City of Tucson at NO charge:

- **Auction Fee**
 - NO listing fee
 - NO re-listing fee
 - NO minimum auction fee

- **Implementation & Training Fee**
 - NO implementation fee
 - NO training fee

- **Technical Support**
 - NO technical support fee

- **Other Fees**
 - NO agency registration fee
 - NO buyer registration fee

In an effort to provide the City of Tucson with the greatest level of flexibility, we have provided two (2) sales commission plans for the City of Tucson consideration. It is the sole discretion of the City of Tucson as to which Option they wish to implement.

a. Option 1 (TPG collects proceeds)

TPG will collect proceeds from buyers, and provide net proceeds (less commission) to the City of Tucson.

A success fee to be charged for SOLD assets 1%
(A Buyer's Premium of 9% will apply to each auction)

Fees and auction payment are collected from buyers through an online process. Buyers remit payment to Public Surplus via PayPal, credit card, or wire transfer. In receiving payment from our

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buyers, our buyers have the option to use their personal credit card. If the buyer chooses to pay via credit card, we employ PayPal Website Payments Pro functionality for credit card payment integration. Both Public Surplus and PayPal are PCI compliant.

Although currently not required, Public Surplus proactively conducts External Security PCI scans. We use TrustWave for external security scans. TrustWave is the nationally recognized leading provider of on-demand data security and payment card industry compliance management solutions.

Essentially, Public Surplus is providing buyers with a 'shopping cart' for their purchases. When buyers remit payment via credit card, they enter / confirm their credit card information on our servers. This information is then transmitted electronically to PayPal for processing. PayPal then confirms or declines the transaction back to Public Surplus, where the information is then transmitted to the buyer.

The payment collection process usually costs approximately 3% in addition to existing fees. This fee is simply a pass through cost of our merchant account fees that is typically passed along to the buyers in the form of a buyer's premium.

b. Option 2 (City of Tucson collect proceeds)

The City of Tucson will collect proceeds from buyers, and then be invoiced for sales commission from The Public Group. There will be no buyer premium applied to each auction. The City of Tucson may also use their own Merchant Account to have buyers pay online via credit card through our online system.

A success fee to be charged for SOLD assets 7.00%
(There will be NO Buyer's Premium applied to each auction)

c. Price Matching

Our online model is especially designed to maximize sales for government all the while reducing operating costs for both the agency and TPG. Our government customers benefit immediately by receiving some of the most aggressive pricing in the market. So confident are we of our model and savings for governments that we will NOT be beat on price for similar services. In short, if the City of Tucson finds similar services for at a lower cost than the TPG quote, we will not only MATCH the lower price, but beat it by .125%.

6.2 Sales Tax

Indicate how sales tax / use tax would be tracked and paid. Also identify what jurisdiction(s) would be the recipient of sales tax revenue.

RESPONSE:

TPG supports customizable tax collection rate / formulas as required by the seller. Multiple tax rates can be accommodated. Indication of such is enumerated in the winning email to the buyer, and seller. Each jurisdiction would be responsible for determining whether sales tax should be applied, and at what rate. Taxes collected from buyers will be remitted to the selling agency along with sales proceeds. Each jurisdiction is then responsible for remitting taxes directly to the appropriate tax agency.

6.3 Revenue Share

Discuss possible revenue share arrangements. Identify if the City as the lead agency will receive revenue share based on the City's auctions and / or revenue share based on the auctions that other cooperative agencies post. Offerors should state proposed percentages, how revenue share will be calculated and how and when they will be paid to the City.

RESPONSE:

Fees: The City of Tucson will not be a party to any payment of fees due by the participating agencies and such transaction will be for disposal of surplus between Public Surplus and the participating members. The City of Tucson participating members will be charged a 7.00% fee for the use of Public Surplus. The members of the cooperative will only pay this fee if the item(s) listed with Public Surplus sells. The City of Tucson's cooperative members will have access to the Public Surplus Buyer database increasing their auctions visibility and selling price.

Promotional Reimbursement: Following the execution of this agreement, any auction sales by any City of Tucson Coop member will be subject to a Promotional Reimbursement to City of Tucson. No promotional reimbursement will be paid to City of Tucson for its' own auctions. Public Surplus will remit a quarterly payment of 5% of the total gross sales amount collected from the participating members of its group to City of Tucson. For example, if a participating member of City of Tucson Cooperative sold an item on our site for \$100.00, we would collect from that agency 7.00% of the total sales price. This would equal \$7.00 of sales for Public Surplus. Of that \$7.00, we would then rebate back to City of Tucson 5% of the \$7.00. This would equal \$0.35 to be paid to City of Tucson.

CURRENT RATE STRUCTURE

1. Volume Pricing:

The City of Tucson, and its cooperative agencies pay a fee to Public Surplus based on final selling price of each sold auction. Fee percentage is determined by previous year's total sales volume updated quarterly.

7.00%	\$0	\$999,999
6.75%	\$1,000,000	\$1,999,999
6.50%	\$2,000,000	\$2,999,999
6.25%	\$3,000,000	\$3,999,999
6.00%	\$4,000,000	\$4,999,999
5.75%	\$5,000,000	\$5,999,999
5.50%	\$6,000,000	\$6,999,999
5.25%	\$7,000,000	\$7,999,999
5.00%	\$8,000,000	\$8,999,999
4.75%	\$9,000,000	\$9,999,999
4.50%	\$10,000,000	\$11,999,999
4.25%	\$12,000,000	\$13,999,999
4.00%	\$14,000,000	\$15,999,999
3.75%	\$16,000,000	\$17,999,999
3.50%	\$18,000,000	\$19,999,999
3.25%	\$20,000,000	\$22,999,999
3.00%	\$23,000,000+	

2. Buyer's Graduated Premium:

Buyer pays fee on each auction based upon final selling price of the auction. Fee is paid to agency but due to Public Surplus. Agency pays additional negotiated fee (usually 1%) of auction selling price to Public Surplus.

%	Low	High
10.00%	\$0	\$499
9.50%	\$500	\$999
9.00%	\$1,000	\$2,499
8.50%	\$2,500	\$4,999
8.00%	\$5,000	\$9,999
7.50%	\$10,000	\$19,999
7.00%	\$20,000	\$29,999
6.50%	\$30,000	\$39,999
6.00%	\$40,000	\$49,999
5.50%	\$50,000	\$99,999
5.00%	\$100,000	\$149,999
4.50%	\$150,000	\$199,999
4.00%	\$200,000	\$249,999
3.50%	\$250,000	\$299,999
3.00%	\$300,000	\$349,999
2.50%	\$350,000	\$399,999
2.00%	\$400,000	\$449,999
1.50%	\$450,000	\$499,999
1.00%	\$500,000+	

3. Extra Services Applicable to Both Models

Upon request of agency and charged per auction or group of like auctions:

1. Contact list of potential buyers provided to Public Surplus by the agency - \$149
2. Contact list provided by agency and research new buyers - \$299

6.4 Discounts, Credit Cards, and License

As stated in the instructions to Offerors, 7. Discounts, the price(s) contained herein can be discounted by 0 % if payment is made within _____ days.

Will payment be accepted via commercial credit card? Yes No

If yes, can commercial payment(s) be made online? Yes No

Will a third party be processing the commercial credit card payment(s)? Yes No

If yes, indicate the flat fee per transaction \$0.00 (as allowable, per Section 5.2 E of Visa Operating Regulations).

Does your firm have a City of Tucson Business License? _____ Yes No
If yes, please provide a copy of your City of Tucson Business license.

7. Qualifications & Experience

7.1 Place of Business

State Offeror's principal place of business.

Response:

TPG's corporate headquarters is located in Provo, Utah, with field offices in Arizona, Georgia, Nevada, Tennessee, Texas, Utah and Virginia.

7.2 Years of Service

Indicate the number of years the Offeror's online surplus auction program has been in place.

Response:

Public Surplus has been in place for over 10 years. The first auction was listed in July of 2000.

7.3 Key Employees

Provide resumes and information on key personnel, including an account manager. Can Offeror commit to the availability of these individuals for work under this contract?

Response:

TPG has experienced management and staff in place to support all of the stated needs of the City of Tucson. The TPG project team will include individuals with years of experience in online surplus auction service and agency support services, and individuals who have worked in procurement for government agencies. The following individuals will work closely with City and its users to ensure that the City receives uncompromised service and support while striving to achieve the greatest return for its surplus property:

- Eric Heaps, Chief Operating Officer
- Jarad Van Wagoner, Director of Agency Support (Account Manager)

TPG commits to the availability of Mr. Heaps and Mr. Van Wagoner for work under the contract.

Please reference the applicable resumes contained in Appendix A-10.

7.4 Client List

Provide current Client List for clients that have utilized your online auction program for a minimum of twenty (20) auctions.

Response:

Please refer to Appendix A-11 "Client List".

7.5 References

Provide a minimum of 3 references, preferably from government agencies similar to the City of Tucson. Include the reference's contact name, title, phone and description of their online surplus auction program.

Response:

Please refer to Appendix A-12 "References".

7.6 Auction Information and Samples

Indicate the number of auctions posted on the proposed website in the last two years. Provide a random sample of auctions that opened and closed within the last two years.

Response:

Please refer to Appendix A-13 "Auction Information and Samples".

7.7 Buyer Default

Response:

Please refer to Appendix A-14 "Buyer Default Information".

March 8, 2011

7.8 Bidder Information

Indicate how many bidders participated in each of the auctions, stated above, over the last two years. Distinguish between those bidders who reside in Tucson, in Arizona, out of Arizona and out of the Country (if possible).

Response:

Please refer to Appendix A-15 "Number of Bidders".

7.9 Buyer Terms & Conditions

Provide your terms and conditions to register as a bidder for online auctions. Is there a fee to register?

Response:

Please refer to Appendix A-16 "Buyer Terms and Conditions".

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4132
ISSUE DATE: MAY 4, 2012

CONTRACT NO.: 110163-01
CONTRACT AMENDMENT NO.: TWO (2)
PAGE 1 OF 1
TS
CONTRACT OFFICER: RUTH ESTRADA

THIS CONTRACT IS AMENDED AS FOLLOWS:

AUCTION SERVICES

Pursuant to Contract No. 110163-01, Section 1 of the Special Terms and Conditions, the City is hereby exercising its option to renew the contract for the time period of May 11, 2012 through May 10, 2013.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 10 DAY

OF May 2012, AT TUCSON, ARIZONA.

Signature

Date

[Signature]

5-7-12

Eric Heaps

COO

The Public Group

Company Name

P.O. Box 50676

Address

PRVD

UT

82605

City

State

Zip

[Signature]
Mark Neihart, C.P.M., CPPB, A.P.P., CPM
as Director of Procurement and not personally

Strategic Alliance for Volume Expenditures

SAVE --- Cooperative Purchasing Agreements

The following agencies have signed the Cooperative Purchasing Agreement with the SAVE association as of August 7, 2008.

Municipalities

City of Apache Junction
City of Avondale
City of Bullhead City
City of Casa Grande
City of Chandler
City of Cottonwood
City of Eloy
City of Flagstaff
City of Glendale
City of Goodyear
City of Maricopa
City of Mesa
City of Page
City of Peoria
City of Prescott
City of Scottsdale
City of Sierra Vista
City of Somerton
City of Surprise
City of Tempe
City of Tucson
City of Yuma
Town of Buckeye
Town of Camp Verde
Town of Cave Creek
Town of Florence
Town of Fountain Hills
Town of Oro Valley
Town of Paradise Valley
Town of Prescott Valley
Town of Queen Creek
Town of Superior

Counties

Cochise County
Coconino County
Gila County
La Paz County
Maricopa County
Mohave County
Navajo County
Pima County
Pinal County
Santa Cruz County
Yavapai County
Yuma County

Higher Education

Arizona State University
Arizona Western College
Central Arizona College
Maricopa Community College District
Mohave Community College
Northern Arizona University
University of Arizona

Yavapai College

Political Agencies

Central Yavapai Fire District
Maricopa Integrated Health System
Mt. Lemmon Fire District
North Country Community Health Center
Superstition Mt Community Facilities District
Tucson Airport Authority
Valley Metro Regional Public Transit Authority
Williams Gateway Airport Authority

School Districts

Agua Fria Union High School District # 216
Alhambra Elementary School District # 68
Amphitheater Unified School District #10
Antelope Union High School #50
Apache Junction Unified School District # 43
Arlington Elementary School District #47
Avondale Elementary School District #44
Balsz Elementary School District #31
Beaver Creek School District #26
Benson Unified School District #9
Bisbee Unified School District #2
Blue Ridge Unified School District #32
Buckeye Elementary School District #33
Buckeye Union High School District #201
Bullhead City Elementary School District #15
Camp Verde Unified School District #28
Cartwright Elementary School District #83
Casa Blanca Middle School dba Vah Ki Middle School
Casa Grande Elementary School District
Casa Grande Union High School District
Catalina Foothills Unified School District #16
Cave Creek Unified School District #93
Cedar Unified School District #25
Chandler Unified School District # 80
Chinle Unified School District #24
Chino Valley Unified School District #51
Clarkdale-Jerome School District #3
Colorado River Union High School District
J.O. Combs Elementary School District #44
Coolidge Unified School District #21
Cottonwood-Oak Creek School District #6
Crane Elementary School District # 13
Deer Valley Unified School District #97
Douglas Unified School District #27
Dysart Unified School District # 89
East Valley Institute of Technology
Flagstaff Unified School District # 1
Florence Unified School District # 1
Flowing Wells Unified School District #8
Fort Huachuca Accommodation School District
Fort Thomas Unified School District #7
Fountain Hills Unified School District #98

Fowler Elementary School District #45
Gadsden Elementary School District # 32
Ganado Unified School District #20
Gilbert Unified School District #41 (Gilbert Pub. Schools)
Glendale Elementary School District #40
Glenda Union High School District
Grand Canyon Unified School District #4
Hackberry Elementary School District #3
Heber-Overgaard Unified School District #6
Higley Unified School District #60
Holbrook Unified School District #3
Humboldt Unified School District #22
Indian Oasis-Baboquivari School District #40
Isaac Elementary School District # 5
Joseph City Unified School District #2
Kayenta Unified School District #27
Kingman Unified School District #20
Kyrene Elementary School District #28
Lake Havasu Unified School District # 1
Laveen Elementary School District #59
Liberty Elementary School District #25
Litchfield Elementary School District #79
Littleton Elementary School District #65
Madison Elementary School District #38
Mammoth-San Manuel Unified School District #8
Marana Unified School District #6
Maricopa Regional School District #509
Maricopa Unified School District
Mayer Unified School District #43
Mesa Unified School District # 4
Mobile Elementary School District #86
Mohawk Valley School District # 17
Morenci Unified School District #18
Murphy Elementary School District #21
Naco Unified School District #9
Nadaburg Elementary District #81
Nogales Unified School District # 1
Osborn Elementary School District #8
Page Unified School District #8
Paradise Valley Unified School District #69
Parker Unified School District #27
Patagonia Elementary School District #6
Patagonia Union High School District #92
Payson Unified School District #10
Peach Springs Unified School District #8
Pendergast School District #92
Peoria Unified School District #11
Phoenix Elementary School District # 1
Phoenix Union High School District #210

Picacho Elementary School District #33
Pine Strawberry Elementary School District #12
Pinon Unified School District #4
Prescott Unified School District #1
Quartzsite Elementary School District #4
Queen Creek Unified School District # 95
Riverside Elementary School District #2
Roosevelt Elementary School District # 66
Round Valley Unified School District #10
Sacaton Elementary School District #18
Saddle Mountain Unified School District #90
Safford Unified School District #1
Sahuarita Unified School District #30
Santa Cruz Valley Unified School District #35
Santa Cruz Valley Union High School District #840
Scottsdale Unified School District # 48
Sedona-Oak Creek Unified School District #9
Sentinel Elementary School District #71
Show Low Unified School District #10
Sierra Vista Unified School District # 68
Snowflake Unified School District #5
Somerton Elementary School District #11
Stanfield Elementary School District #24
St. David Unified School District #21
St. Johns Unified School District
Sunnyside Unified School District #12
Tempe Elementary School District # 3
Tempe Union High School District # 213
Toltec Elementary School District #22
Tolleson Elementary School District #17
Tolleson Union High School District # 214
Tombstone Unified School District #1
Tuba City Unified School District #15
Tucson Unified School District
Union Elementary School District #62
Vail Unified School District #20
Valley Union High School District #22
Washington Elementary School District # 6
Wellton Elementary School District #24
Whiteriver Unified School District #20
Wickenburg Unified School District #9
Willcox Unified School District
Wilson Elementary School District #7
Window Rock Unified School District #8
Winslow Unified School District #1
Young Public School District
Yuma Elementary School District # 1
Yuma Union High School District # 70

COCONINO COUNTY BOARD OF SUPERVISORS
Agenda Routing Form

AGENDA ITEM (SHORT TITLE):

Approve SAVE Cooperative Purchasing Agreement

OCT 07 2003

Agenda Item # 17

SUBMITTING DEPARTMENT: Finance

CONTACT PERSON: Scott Richardson PHONE: 779-6712

DEPARTMENT DIRECTOR: [Signature]
Signature

9-18-03
Date

BUDGET REVIEW:

Is the expenditure Budgeted? NA Asking for funds from contingency N

Budget amendment N Transfer of funds between line items N Grant/Other _____ RETURN COPY? Y or N

What is the total cost? NA Is this request to add FTE's? N If yes, how many?

Please list account number: NA Area/Activity/Subactivity/Category/Object Code

[Signature] Budget Director Signature 9/26/03 Date

HUMAN RESOURCES/RISK MANAGEMENT: INFORMATION SYSTEMS:
Kathleen Jaker 9-30-03 NA _____
Signature Date Signature Date

PURCHASING: FACILITIES MANAGEMENT:
[Signature] 9/24/03 N/A _____
Signature Date Signature Date

LEGAL REVIEW: Approved as to form and within the powers and authority granted under the laws of the State of Arizona to the Coconino County Board of Supervisors.

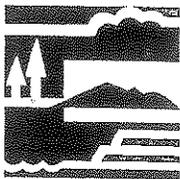
[Signature] Deputy County Attorney 9-28 Date

COUNTY MANAGER REVIEW: Regular _____ Consent _____ Work Session _____

[Signature] COUNTY MANAGER 9-23-03 DATE

CLERK OF THE BOARD:
BOARD ACTION TAKEN: Approved Denied _____ Continued _____

[Signature] Deputy Clerk of the Board 10-7-03 Meeting Date



Meeting Date: October 7, 2003

OCT 07 2003
Agenda Item # 17

DATE: September 17, 2003, 2003
TO: Honorable Chairman and Members of the Board of Supervisors
FROM: Michael Townsend, Finance Director
SUBJECT: Approve Cooperative Purchasing Agreement

RECOMMENDATION:

It is recommended that the Board of Supervisors approve this cooperative purchasing agreement named SAVE (Strategic Alliance for Volume Expenditures).

BACKGROUND:

SAVE is a group of state local and educational agencies that have formed an alliance to promote cooperative purchasing. This cooperative agreement would provide another process for the County to piggy back off of other agencies bids or those agencies to do the same with our solicitations. There are a large number of agencies that are participating in this program. This creates opportunities for the County to buy off of contracts from large agencies such as City of Phoenix and Maricopa County etc (see Appendix A), and realize real dollar savings.

ALTERNATIVES:

If the agreement was not approved there may be lost money saving opportunities

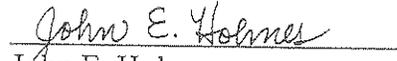
FISCAL IMPACT:

While there is no cost to participate in this process, there is the potential for large savings by buying off of existing contracts from larger agencies

SUBMITTED BY:


Michael Townsend
Finance Director

APPROVED BY:

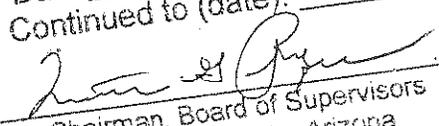

John E. Holmes
County Manager

REVIEWED BY:


County Attorney

ATTACHMENTS:

Cooperative Agreement
Appendix A

<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED
Date <u>10-7-03</u>	
<input type="checkbox"/> Continued to (date): _____	
	
Chairman, Board of Supervisors Coconino County, Arizona	

SIGNATURE PAGE OF COCONINO COUNTY

WHEREAS, Arizona counties are authorized by A.R.S. § 41-2632 to join with other governmental entities ("procurement units") for the purpose of cooperative procurement through a cooperative purchasing agreement; and

WHEREAS, a number of procurement units have entered into a cooperative purchasing agreement, a copy of which is attached hereto as Exhibit 1 (hereinafter the "Agreement"); and

WHEREAS, pursuant to paragraph 18 of the Agreement, other agencies may join the Agreement by filing a signature page with the Agreement at the Office of the Secretary of State; and

WHEREAS, Coconino County is eligible to join the Agreement and desires to do so,

THEREFORE, Coconino County hereby joins the Agreement upon the filing of this Signature Page and the Agreement at the Office of the Secretary of State.

DATED this 7th day of October, 2003

COCONINO COUNTY

By: 
Matthew G. Ryan, Chairman
Board of Supervisors

ATTEST:

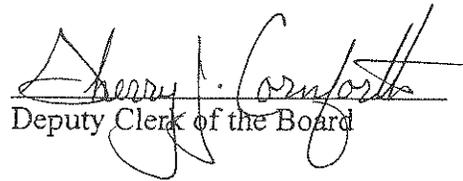

Deputy Clerk of the Board

EXHIBIT 1

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INTERGOVERNMENTAL AGREEMENT
COOPERATIVE PURCHASING GROUP

This Agreement is entered into this _____ day of _____, 2003, between school districts and governmental jurisdictions in the State of Arizona, as listed in Appendix "A" through their duly authorized representative.

WHEREAS, voluntary purchasing agreements between and among public agencies in the State of Arizona have been shown to improve competition, quality, services, provide lower prices for materials and services, and avoid duplication of efforts; and

WHEREAS, the parties hereto desire the free exchange of information, technology, and other services that may assist in improving the efficiency or economy of the procurement of necessary materials and services and,

WHEREAS, cooperative purchasing results from written agreements wherein lead agencies volunteer to purchase specified materials and services for themselves and participating cooperative members by compiling quantity estimates, preparing the bid or proposal solicitation, receiving bid or proposals and awarding a contract for use by all participating members. And, wherein the lead agency is responsible for placing, receipt and payment of its own orders only, while individual procuring parties separately process and pay for their own requirements; and

WHEREAS, the Cooperative Purchasing Agreement will serve these ends;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for the mutual benefits to result therefrom, the parties agree as follows:

1. The purpose of the Agreement is a cooperative purchase agreement for the procurement of materials and or services.
2. Receipt, inspection, acceptance and payment for materials and services ordered under this Agreement shall be the exclusive obligation of the ordering entity.
3. The exercise of any rights or remedies by a procuring entity shall be the exclusive obligation of such procuring entity.
4. In this Agreement, failure of an entity to secure performance under its purchase order, does not necessarily require another entity to exercise its own rights or remedies.
5. The cooperative use of bids or proposals obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid or proposal, except as modification of those terms and conditions otherwise allowed by law.
6. The participation in a specific bid or proposal will be at the option of the individual entity, except that procuring entities and their requirements specifically identified within a bid or proposal shall be required to participate in the Agreement unless the resulting contract is canceled, as provided for within the terms and conditions of the specific bid or proposal.

7. That lead entity of the bid or proposal will comply with the competitive procurement and contract requirements of the procurement rules and laws.
8. The parties will make available, upon reasonable request and subject to convenience, necessity and, in appropriate circumstance a reasonable fee or charge, any information, technology, or other service which may assist in improving the efficiency or economy of each party's procurement or disposal of material or service.
9. A procuring party will make timely payments to the vendor for materials and services received in accordance with the terms and conditions of the procurement. Payment for materials, services, inspections, acceptance of materials and services ordered by the procuring party shall be the exclusive obligation of such procuring party.
10. The procuring party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar materials and services.
11. The procuring party shall be responsible for the ordering of materials or services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability which may arise from action or inaction of the procuring party.
12. Any procurement unit may terminate without notice this Agreement if another eligible procurement unit fails to comply with the terms of this Agreement.
13. This Agreement is exempt from the provisions of A.R.S. 11-952, Subsections (D), (E) & (F).
14. This Agreement shall remain in effect until participation has been terminated by all but one of the parties. Except as provided in Paragraph 12, any party to this Agreement may terminate their participation in this Agreement by giving 30 day written notice to all other parties to this Agreement.
15. This Agreement shall take effect after execution by participating parties. Pursuant to A.R.S. Section 41-2632 and Subsection R7-2-1191 of A.A.C. R7-2-1001 this Agreement need not be filed with the County Recorder or the Secretary of State to be effective, except as may be required by the laws, rules and/or regulations of a participating public agency.
16. This Agreement may be canceled pursuant to provisions of A.R.S. Section 38-511 which provisions are incorporated herein by this reference.
17. This Intergovernmental Agreement shall become effective upon approval and execution by the authorized representative of all public agencies listed in Appendix "A".
18. The parties to this Agreement hereby agree that other agencies may be added to this Cooperative Purchasing Group upon approval of the applicants' governing bodies and the filing of its signature page with this Agreement at the Secretary of State Office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date first written above.

Meeting Date: February 5, 2013
Agenda Type: Consent

DATE: January 16, 2013

TO: Honorable Chair and Members of the Board

FROM: Judy Weiss, Director, Parks and Recreation Department

SUBJECT: License Agreement between the County and the Flagstaff Archers Archery Club

RECOMMENDATION:

Approve License Agreement #CCPR 2011-4 with the Flagstaff Archers Club for use of the Archery Range (approximately 20 acres) at Fort Tuthill County Park in exchange for range maintenance and the provision of public recreation services.

BACKGROUND:

The *2009 Organizational Master Plan* states, “CCPR currently participates in a number of relationships, or “partnerships,” with organizations and user groups for purposes of facility and program management. The terms of these agreements are not consistent and sometimes appear to take advantage of public resources for private, exclusive use of facilities. It is recommended that all relationships be formalized to the level it is appropriate and include consistent terms that manage the sharing of responsibilities and benefits between the County and partner entities. The operating relationships with partner organizations should be formalized into agreements.”

The License Agreement with the Flagstaff Archers is the second in a series of Agreements with long-time user groups that are appropriate to be hosted at Fort Tuthill County Park. The License Agreement allows the Flagstaff Archers, which has been operating at this location since the early 1990’s, to continue to occupy the Archery Range at Fort Tuthill at no cost in exchange for the maintenance of the archery range and targets, as well as the provision of public programming that focus on learning and enjoyment of the sport of archery and bow hunting in an outdoor, natural environment.

With this Agreement, the Archery Range facility will be opened to the public for the first time. Visitors will be able to check in at the parks and recreation administrative office, pay the daily fee, sign the liability waiver, and obtain an access code for the gate to the range. Proceeds from the daily fee will be split with the Flagstaff Archers to help offset the cost of the maintenance of the 3-D targets and other equipment.

The term of the License Agreement is five years.

ALTERNATIVES:

The Board could choose not to approve the License Agreement with the Flagstaff Archers or make modifications to the Agreement.

FISCAL IMPACT:

None

REVIEWED BY ELECTRONIC ROUTING

ATTACHMENT:

License Agreement #CCPR 2011-4 between the County and the Flagstaff Archers Archery Club.

**COCONINO COUNTY PARKS AND RECREATION DEPARTMENT
LICENSE AGREEMENT**

Coconino County, by and through its Parks and Recreation Department (herein referred to as CCPR) hereby grants the Licensee named below a non-exclusive license to use Coconino County property under the terms and conditions contained within this License.

1. Description of County property subject to this License

Approximately 20 acres as defined by Exhibit A, Site Plan

2. Name and address of Licensee

Flagstaff Archers

Chairman: Ben Rudy
Address: 3807 Walapai Dr., Flagstaff, AZ 86001
Phone: 928-853-4092
Email: brudy@wlgore.com

Or

Martin Martin
Secretary
Address: P.O. Box 30875, Flagstaff, AZ 86003
Phone: O - 928-526-0270, C - 928-853-2298
Email: flagarchers@gmail.com

3. Purpose of License

The purpose of the licensed use is to provide a public venue for the learning and enjoyment of the sport of archery and bow hunting in an outdoor, natural environment.

4. Definitions

“**CCPR**” means the Coconino County Parks and Recreation Department, the owner and operator of Fort Tuthill County Park.

“**Director**” means the Coconino County Parks and Recreation Director or designee.

“**Facility**” means the archery range located at Fort Tuthill County Park and shown on the attached site plan (Exhibit A). Also known as the Archery Range at Fort Tuthill County Park or Fort Tuthill Archery Range.

“**License**” means this License, all schedules, attachments, or exhibits attached hereto, if any.

“**License Commencement Date**” means the date the Agreement is signed by the County immediately following approval by the Coconino County Board of Supervisors.

“**Licensee**” means Flagstaff Archers, a non-profit 501(c)(3) corporation in the State of Arizona.

“**Member(s)**” means any member in good standing with the Flagstaff Archers Archery Club.

“**Park**” means Fort Tuthill County Park, owned and operated by Coconino County.

“**Ramada/Storage Facility**” means the existing ramada adjacent to the Archery Range which also functions as a storage facility. (See Exhibit B)

“**Special Event(s)**” means any event or activity on the Facility that may be atypical from daily operations.

5. Term of License

Five (5) years from the date of License commencement date, subject to annual evaluation of Licensee's compliance with the terms and conditions of this License and the termination provisions contained in this License.

Date of commencement: _____

6. Conditions of Operation

- A. Parking areas for Licensee's use are shown on the site plan in Exhibit B. Parking shall be in these areas only. Parking along the roadway to the Facility is permitted only with the written permission of the Director. The Licensee shall not waive any parking fee for other CCPR authorized events, nor charge an additional parking fee, without the express written consent of the Director.
- B. The sale of food and beverage is not permitted at the Facility without proper approval from the Director.
- C. Licensee is subject to Coconino County Parks Rules and Regulations, which are attached hereto as Exhibit C and incorporated as part of this License, unless in express conflict with the terms and conditions of this License.
- D. The Licensee is responsible for the safety of its members, visitors and participants while using the Facility to conduct activities authorized by this License.
- E. The Licensee is solely responsible for the acts and omissions of its officers, agents, employees, members, guests or other persons associated in any capacity whatsoever with the Flagstaff Archers Archery Club.
- F. The Licensee is solely responsible for all of the equipment, displays, targets, fencing, safety signage and storage of such equipment related to the activities within the Facility.
- G. The Licensee will not damage, use, remove, or otherwise change any of the trees within the Facility. Trees are not to be used to support or display signage.
- H. The Licensee will obtain appropriate approvals for any Facility alteration, modification, expansion, or improvements. Approvals may include but not be limited to approval from the Director and/or approvals and permits obtained through the County Community Development Department.

7. Licensee Responsibilities

- A. Maintain and operate the Fort Tuthill Archery Range as defined in Exhibit A. This includes but is not limited to access gates, range perimeter security, targets, and storage facilities.
- B. Provide recreational and educational opportunities for the public in general and Coconino County residents in particular in the areas of the sport of Archery and Bow hunting.
- C. Upon request and at least one week's notice, the Licensee shall provide CCPR with use of the ramada/storage facility for CCPR programs when not in use by the Licensee.
- D. Host various archery related events throughout the year, including but not limited to the Archery Special Archers Challenge (similar to Special Olympics), beginner clinics, club shoots, leagues, and 3-D open shoots.
- E. Partner and coordinate with various organizations such as Arizona Game and Fish, Luke Air Force Base and CCPR to provide additional programs having to do with Archery and Bowhunting for the benefit of the public.
- F. Maintain the Facility to provide a safe and ever-changing Archery range, as defined in Exhibit A, for the benefit of the Members and the public.
- G. Upon request from CCPR, provide Member volunteers to participate in the annual Coconino County Fair to provide archery demonstrations and hands-on experiences for the public who attend the Fair.
- H. Provide a schedule of activities, both for the Licensee and the public as authorized by this License. This schedule will be provided annually, no later than March 1 and will remain a part of this License. The schedule may be modified from time to time with the Director's approval in accordance with the priority of use as set forth in Section 11 of this License.
- I. Notify CCPR in writing of any special events at least thirty (30) days in advance of the event that are held outside of regular park operating hours.
- J. In consultation with CCPR, cause installation of electronic gate access. Maintain this access equipment for the duration of the term of this License.
- K. Post and maintain safety signage throughout the Facility. Signage shall be professionally manufactured and prominently displayed. Signage requires the approval of the Director prior to fabrication and installation.
- L. Provide any keys or codes to CCPR for the Facility, gates and any ancillary storage facilities.
- M. Manage a portable restroom in the general vicinity of the Facility for Archery Range participant's use. Monitor usage and recommend at such a time during the term that the portable restroom be moved to within the Facility perimeter.

- N. Provide and manage Member access to the Facility.
- O. Maintain the ramada/storage facility and surrounding area adjacent to the range to CCPR maintenance standards. These standards may include but not be limited to: the facility shall be in a condition that is in good repair, clear of debris and trash and safe for public use; shall have all graffiti removed within 3 working days after discovery by either Licensee or CCPR; shall have all vandalism repaired within 2 weeks of discovery; any electric or other utilities shall be in working order at all times; any cracked mortar, loose bricks, damaged roof material, or peeling paint shall be repaired within 2 weeks of discovery by either Licensee or CCPR.
- P. Shall be in compliance at all times with any fire restrictions in effect at the Park.
- Q. Licensee shall, at all times, maintain its corporate status as an Arizona non-profit corporation, in good standing, for the duration of this License. Failure to maintain good standing as an Arizona non-profit corporation is a material provision of this License, the failure of which is an automatic breach of the License and cause for immediate termination of the License.

8. CCPR Responsibilities

- A. Provide the Facility for the purpose of the Licensee's activities and for the public's use.
- B. Provide the Licensee with a schedule of operating hours of the Facility and the Park.
- C. Provide such general maintenance as may be required to allow Licensee and public general access to the Facility.
- D. Provide Park interior way finding signage.
- E. Manage the on-line Facility schedule for the benefit of all users.
- F. Collect Facility use fees and disburse 50% to the Licensee on a quarterly basis in accordance with Section 10C.
- G. Provide required passes during the annual Coconino County Fair to allow access to Licensee or members for any archery demonstrations provided during the Fair.
 - 1. The Licensee is required to submit a list of Fair volunteers to the CCPR Recreation and Event Manager no later than two (2) weeks prior to the beginning of the Fair. The Recreation and Event Manager has discretion on the number of Fair passes provided to the Licensee. Any decision made by the Recreation and Event Manager concerning Fair operations is final.

9. Licensed uses at the Facility

- A. Flagstaff Archers activities including but not limited to construction and modification of the Archery Range, as defined in Exhibit A, at Fort Tuthill County Park.
- B. Flagstaff Archers public programs either produced by the Licensee or in partnership with CCPR or other recreation-based organizations.
- C. Club meetings and activities.
- D. Open houses, special events, recreation programs focused on archery and bow hunting.
- E. Displays and demonstrations during the annual Coconino County Fair.
- F. Storage of equipment for licensed use. Any use of the existing ramada/storage facility for non-archery use is not permitted.
- G. Use of the ramada/storage facility for archery club related activities and storage.

10. Fees and Dues

- A. CCPR will at no time during the term of this License charge the Licensee a fee or rent for the use of the Facility.
- B. The Licensee will not charge CCPR for its services unless mutually agreed by both parties.
- C. CCPR will charge a daily use fee for the general public's drop-in use of the Facility. CCPR will disburse 50% of proceeds to the Licensee on a quarterly basis. January 1, April 1, July 1, September 1 or on the closest business day following the first of the month.
 - a. Reports of revenues collected, disbursements to the Licensee, and the general public's attendance shall be kept by CCPR and made available to the Licensee whenever requested.
 - b. Records of attendance by members shall be kept by the Licensee and made available to CCPR immediately upon request.
- D. CCPR reserves the right to charge the Licensee any expenditures that result from misconduct, negligence, or extenuating circumstances caused by the Licensee in the execution of this License.
- E. The Licensee will provide programs in the Facility at no charge to the public throughout the year and at the County Fair.
 - a. The Licensee is allowed to conduct fee based or fundraising programs or events only with the written approval of the Director.
- E. The Licensee may charge club membership dues at its discretion to support Flagstaff Archers activities and in accordance with its non-profit status. CCPR is not responsible for the collection, accounting or reporting of Licensee organization funds.

11. Priority Use

Use of the Facility will be made available by an on-line master schedule managed by CCPR. Priority use is defined:

- A. **Members.** Members in good standing of the Flagstaff Archery Club will have first priority access to the Facility. Members will check the schedule to ensure there is no conflict with member drop-in use or other previously scheduled activities.
- B. **CCPR.** CCPR will have second priority access to the Facility for the purpose of providing educational and recreational programs having to do with archery and bow hunting. CCPR programs shall have priority over the general public but not Licensee member use. It is expected that schedules will be coordinated in partnership to avoid any conflict.
- C. **General Public.** The public will be allowed fee-based access on a reservation basis. CCPR will take on-line reservations and walk-up reservations during business hours for Facility available hours of operation. The public will be required to sign a liability waiver and will be given the access code to the Facility by CCPR. See Liability waiver, Exhibit E.

12. Signage/Marketing

On-site signage for Licensee's activity is subject to CCPR approval and must be complementary to Fort Tuthill County Park interior way finding signage. Signage at Park entryways or exterior to the Park is subject to CCPR approval.

- A. Any marketing materials produced by the Licensee shall include reference to the CCPR and/or Fort Tuthill County Park.
- B. The Licensee may maintain its own website but shall remove any reference to "member only" or exclusive use of the Facility.
- C. The Licensee may retain the reference to "Flagstaff Archers" on the access gate to the Facility and may, at its option, replace it with a sign: "Fort Tuthill Archery Range". The Licensee will erect a new sign to replace the existing sign at the entryway to the access road to match park signage and to read: "Archery Range at Fort Tuthill, Home of the Flagstaff Archers Archery Club". This sign should also include the words, "open to the public".
- D. Additional signage in and around the Facility shall include the name of Fort Tuthill County Park and be subject to approval by the CCPR Director.
- E. CCPR will market the Facility and the Licensee as appropriate on its website, social media and other outlets.

13. Safety and Access

Use of an Archery Range is a public safety concern that requires a higher level of management and accountability than a drop-in facility.

CCPR has the right to deny access or to remove participants whether the general public or Members if behavior is deemed unsafe or in non-compliance with posted Facility rules or CCPR Parks Rules and Policies (Exhibit C).

CCPR reserves the right to close the Facility because of dangerous weather conditions, fire restrictions or other safety considerations. Reasonable notice to the Licensee shall be given.

CCPR reserves the right to inspect the Facility at any time without notice to the Licensee.

14. Non-Discrimination

In accommodating public access to the Premises, the Licensee shall not discriminate against any individual or class of individuals in violation of Federal, State or Local laws, rules or regulations.

15. Expansion

Any requests to expand the Facility will require the following from the Licensee: a written proposal, proposed design and impact, costs, operational and maintenance plan, and written approval from the Director. The Licensee shall be responsible for all costs of construction and will obtain all appropriate County permits if required. Approval or denial of the proposed expansion shall be at the sole discretion of CCPR and all decisions shall be final.

16. Non-exclusive Use

The Premises contained within the License boundaries is the property of Coconino County and shall be made available for other public uses as determined by CCPR. However, during any period of time in which Licensee is on-site and engaged in Club activities, Licensee is authorized to restrict access for safety and security reasons when deemed necessary, in Licensee's discretion, upon prior notification to CCPR.

17. Liability Insurance Requirements

Licensee will provide a Certificate of Insurance for the minimum amounts indicated below and shall submit the Certificate to the County Risk Manager on an annual basis upon the commencement date of this License.

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.

Licensee will name the County, its officers, agents, employees and volunteers as additional insured, and will specify that the insurance afforded by the Licensee 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 Licensee. Said policy must contain a severability of interest provision. County reserves the

right to continue payment of premium for which reimbursement will be added to Licensees' fees.

Upon execution of this License, Licensee will furnish the County with copies of the Certificates of Insurance drawn in conformity with the above 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 Licensee 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 terms and conditions of this License and subject the License to immediate cancellation of the License.

18. Indemnification

Licensee will at all times, to the fullest extent licensed 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 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 Licensee, its employees, agents, customers, representatives, subcontractors (or their employees, agents, customers, or representatives), in connection with or incidental to the operation of Licensee's activities under this License or arising out of workers' compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Licensee and/or its subcontractors or claims under similar such laws or obligations. Licensee's obligations under this paragraph do not extend to any liability caused by the sole negligence of the County or its employees.

19. Amendment and Modification

This License is subject to modification by mutual written consent of the County and the Licensee.

20. Entirety

This License document constitutes the entirety of the terms and conditions placed on Licensee's use of County property and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the County and Licensee.

21. Records

Licensee will maintain all records of its operations for a period of five (5) years following termination of this License or any extension or modification thereof. Licensee will provide documentation of revenue upon reasonable request.

22. Non-assignability

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

23. Termination

This License is revocable and may be terminated upon notice at the sole and absolute discretion of the County will give Licensee ninety (90) days' written notice of termination. If termination is based upon a contention that the Licensee has failed to comply with a term or condition of the License, then County shall allow Licensee an opportunity to cure any default or noncompliance prior to final termination of the License.

Upon termination, revocation, abandonment or expiration of this License, Licensee will:

- A. Remove, within thirty (30) days, all movable amenities constructed or installed inside the Facility related to this License and restore the site affected by the Licensee's activities to a condition reasonably consistent with the condition of the area prior to the Licensee's use.
- B. Any improvements remaining on the site will become the property of CCPR unless otherwise agreed to in writing upon termination.

24. Choice of Law

Any dispute arising under the terms of this License will be decided in accordance with the laws of the State of Arizona.

COCONINO COUNTY

LICENSEE

Elizabeth Archuleta, Chair
Board of Supervisors

Signature: _____

Printed Name: _____

Title: _____

ATTEST

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND
WITHIN THE AUTHORITY OF THE
COUNTY

Deputy County Attorney

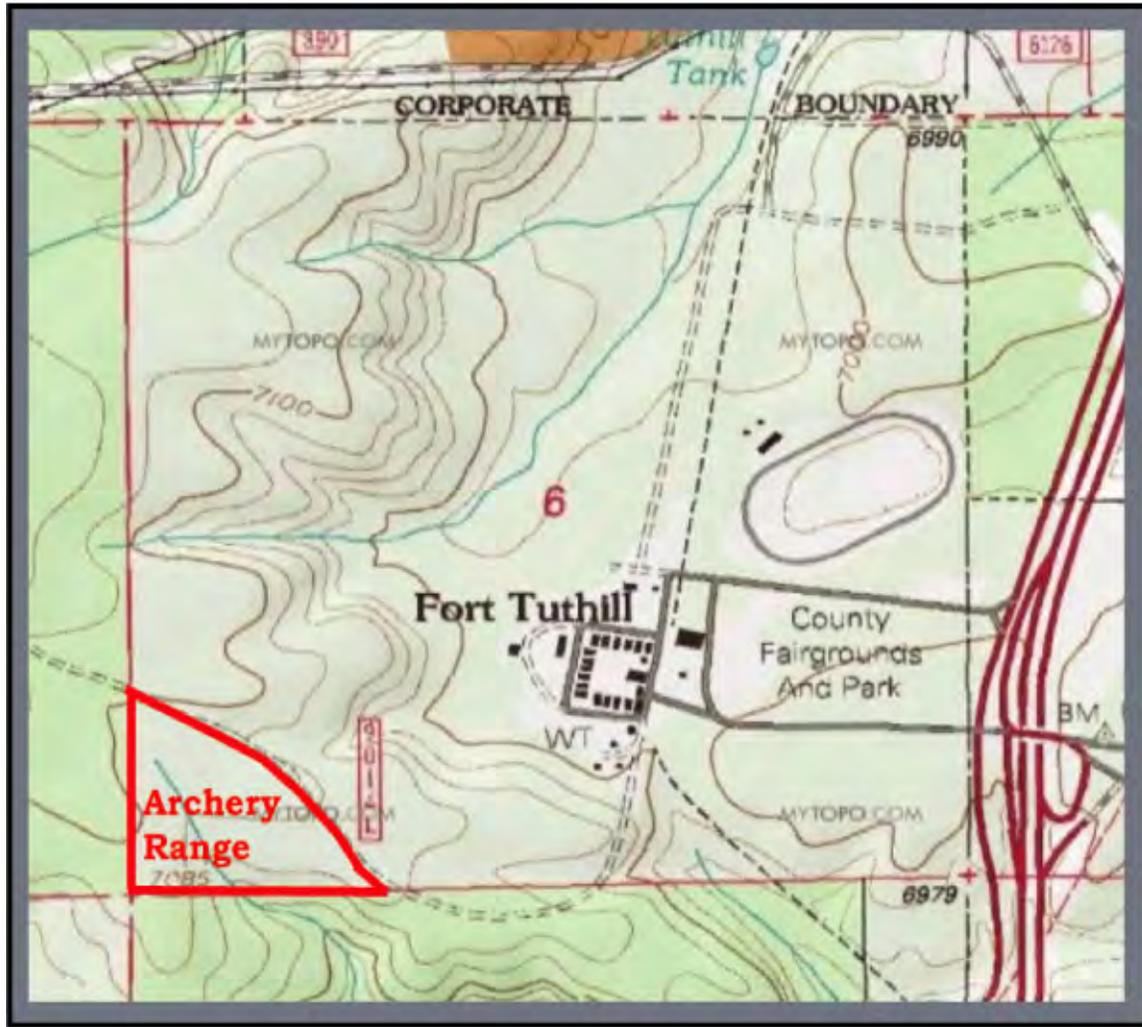
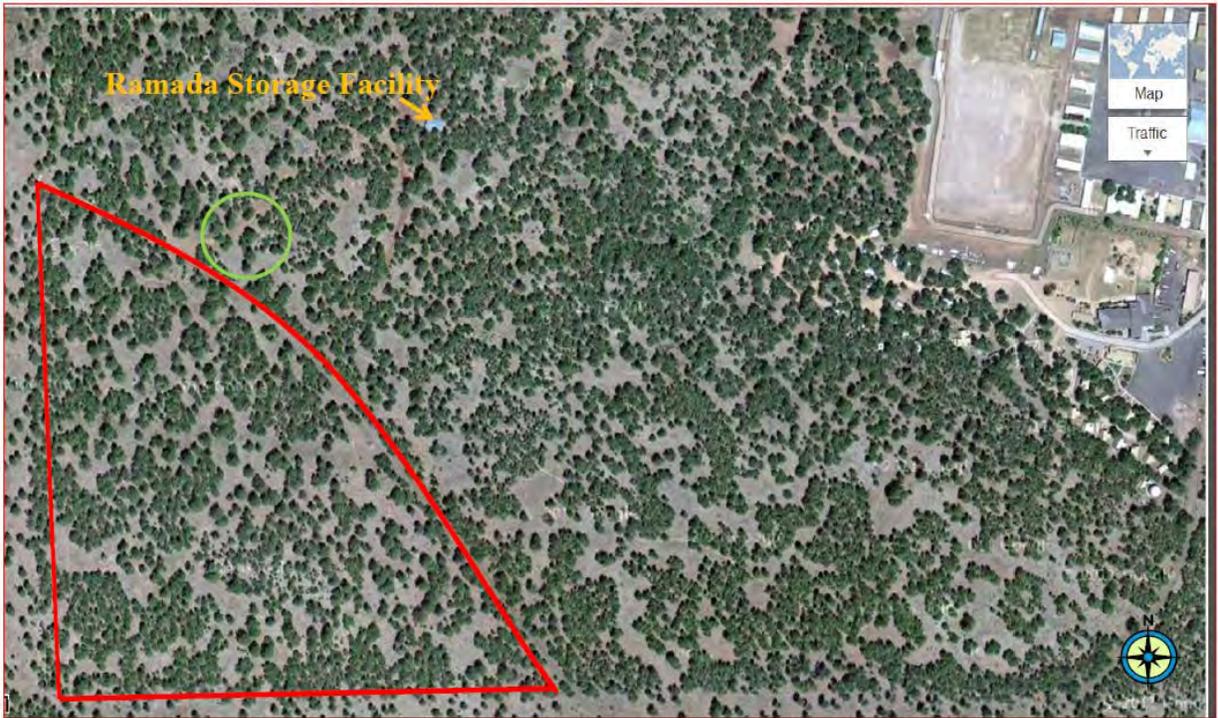


Exhibit A
Archery Range Boundaries
Fort Tuthill County Park

Exhibit B – Parking Area



-  Parking
-  Archery Range Boundary (approximate)

Not to scale

EXHIBIT C



Coconino County Parks & Recreation
2446 Fort Tuthill Loop
Flagstaff, AZ 86001

Administration Office: (928) 679 8000
Fax: (928) 774 2572
coconino.az.gov/parks

PARK RULES & PROCEDURES

County parks are for the enjoyment of all. Everyone is welcome and encouraged to utilize the County park system, and is asked to do so while observing the following park rules and procedures.

DEFINITION OF TERMS:

- **User** - any visitor to park property
- **Special Event** - a special event is any public or private gathering involving the use of Coconino County Parks and Recreation owned properties, and may include, but not limited to any combination of the following activities: entertainment, dancing, music, drama, sports/athletics, craft/vendor booths, displays, amusement rides and activities, parades, the sale or free distribution of merchandise and/or alcohol.
- **Facility Renter** – the responsible party of an organized activity, as listed on the facility use permit.

PARK HOURS:

- 1) Park day-use hours are 6:00 a.m. – 10:00 p.m.
- 2) At Louise Yellowman County Park only, park hours are:
 - a. 6:00 a.m. – 10:00 p.m. – May 1 through September 30
 - b. 6:00 a.m. – 9:00 p.m. – October 1 through April 30
- 3) Between October 1 and April 30, park services are limited and utilities are shut off. At Louise Yellowman County Park only, park services are limited and utilities are shut off from December 1 through March 1.
- 4) Day-use areas are available on a first-come first-served basis, unless rented for exclusive use for private or public special events.

PROCEDURES:

- 1) Fort Tuthill County Park ramadas and event facilities may be rented for private or public events. For more information call 928-679-8000.
- 2) Rules and procedures for renting or reserving facilities within Fort Tuthill County Park for special events are listed in the Fort Tuthill County Park Special Events – Facility Rules & Procedures document.
- 3) Subleasing of reserved park facilities is prohibited.

GENERAL PARK RULES:

- 1) Users of Coconino County Parks & Recreation (CCPR) properties, facilities, and equipment are financially liable for any damage caused by their use, or by the actions of their guests, events, or activities.
- 2) County Parks are drug-free recreation areas. Drug consumption and possession is prohibited.
- 3) All litter and trash must be placed in trash receptacles.
- 4) Glass containers are prohibited on park properties.
- 5) Smoking is not allowed in any County building or in any outdoor venue where people are congregated into a seating area or waiting in a line for service.

- 6) The sale of any item, including but not limited to admission entry fees, food, refreshments, novelties, alcohol, is prohibited on CCPR property unless prior arrangements are made through CCPR and all applicable licenses, certificates, insurance, and permits are obtained.
- 7) Signs may not be affixed to trees or placed over existing signs. Signs may be tie-on banners or freestanding signs. All temporary signs must be removed immediately following the conclusion of an event or gathering.
- 8) Children must be supervised by adults at all times.
- 9) Offensive or disruptive behavior (including but not limited to loud music, barking dogs, loud conversations, profanity, etc.) or activities that interfere with other park users is prohibited.
- 10) Damaging, disturbing or removing vegetation from parks is prohibited.
- 11) Damage or defacement of park property is prohibited.
- 12) Skateboard use is not permitted on park structures such as benches, tables, stairs, walls, curbs, or other structures and park features not designed for skateboard use.
- 13) Climbing on walls, sculptures, park structures or fences is prohibited. Exceptions are for climbing walls and playground equipment.
- 14) Firearms and weapons must be under lock and key and not visible at all times.
- 15) Fireworks and the use of projectile propelling devices such as but not limited to launching rockets and paintball guns, are prohibited.
- 16) CCPR is not responsible for injuries that may occur on park property.
- 17) CCPR reserves the right to deny any activity or event proposed to be conducted on CCPR property.
- 18) CCPR is not responsible for any personal property that is lost, stolen, or damaged on County park property.
- 19) Failure to follow all rules and policies set forth by CCPR, as well as all local and State laws, may result in eviction or removal from park.
- 20) All exceptions to rules or procedures must be approved in writing by CCPR.

CAMPING, CAMPFIRES AND BAR-B-QUE GRILLS:

- 1) Camping is allowed in designated camping areas at Fort Tuthill County Park only. Overnight camping is not allowed in day-use areas, parking lots, on trails, or in any other area of a park.
- 2) Overnight parking is prohibited without prior permits.
- 3) Campfires are permitted in designated camping areas only and must be contained in approved fire rings, not closer than fifty (50) feet to any structure. Campfires are prohibited when fire restrictions are put into place due to fire danger conditions.
- 4) Only charcoal is allowed in barbecue grills, and only when fire restrictions are not in place.

PETS & LIVESTOCK:

- 1) All pets shall be maintained on a leash and under physical or secured restraint at all times as per the Coconino County Leash Law, Regulation #11-1-2.
- 2) In order to maintain sanitation and public health standards, pets are not permitted in playgrounds, skate parks, ball courts or athletic fields.
- 3) Livestock is not permitted in parks. Exceptions will be made during the County Fair or when associated with a special event that has been approved and permitted by CCPR.
- 4) The county operates an equestrian stabling facility between May 1 and September 30 at Fort Tuthill County Park. Stalls are available for reservation and rent. See Coconino County Parks and Recreation Stables Rules and Procedures.

PARKING, MOTORIZED & NON-MOTORIZED VEHICLES:

1. Use of parking lots for park-n-ride activities is prohibited.
2. Park users may not park vehicles in adjacent residential, private properties, business parking lots or on public thoroughfares.
3. Vehicles may travel on and park in established roads and parking lots only. Parking is not permitted along side roads, in forested or natural areas.

4. Vehicle maintenance and/or mechanic work, including oil changing, engine repair, etc., are prohibited on park property.
5. Motorcycles and ATVs being operated on park property must be registered and insured, and must have functioning spark arresters. Motorcycle and ATV drivers are required to possess the appropriate license endorsements
6. Motorized vehicles may only be operated on designated roadways and parking lots; they are not permitted on park trails, natural areas, sidewalks, ball courts, athletic fields or landscaped areas. Coconino County trials are managed in accordance with Part 35 Nondiscrimination on the Basis of Disability in State and Local Government Services as amended by the United States Department of Justice on September 15, 2010.
7. Park speed limit is 20 mph or lower if so posted.

ATHLETIC COURTS & FIELDS:

Reservations

1. Athletic courts and fields are available on a first-come first-served basis during park hours and whenever the athletic fields or courts are not reserved and/or scheduled activities are not in progress.
2. The athletic fields and courts may be rented for athletic practices, leagues, and instruction. Reservations for athletic fields or courts are available by contacting the Coconino County Parks & Recreation (CCPR) at (928) 679-8000 during normal business hours.
3. Organizations whose use of athletic fields or courts includes any of the following: admission, participant entry fees, leagues, instruction, special events, and tournament play, must comply with CCPR's special event application procedure.
4. CCPR will attempt to maximize sports field usage. First priority for scheduling will be for organized activities conducted by Coconino County Parks and Recreation; second priority will be for non-profit sports or youth organizations; third priority will be organized activities conducted by other public agencies; and fourth priority will be for organized activities conducted by private for-profit businesses.
5. Reservations are accepted on a first-come first-served basis, except when reservation requests for sports fields are for annual, recurring league game scheduling which affect multiple dates.
6. Reservation and special event fees and deposits are charged according to the current CCPR fee schedule and are due prior to facility use.
7. CCPR accepts cash, checks, money orders, and credit cards (Visa and MasterCard) for payment of fees and deposits.
8. All organizations using athletic courts or fields must provide CCPR with a Certificate of Insurance. This certificate must provide comprehensive public liability insurance coverage naming Coconino County as an additional-insured for the period of use. The minimum coverage required is \$1,000,000.
9. Refunds for cancellations will be paid at the following rates:
 - a. 100% - cancellations occurring 60 or more days prior to arrival date.
 - b. 50% - cancellations occurring between 30 and 59 days prior to arrival date.
 - c. 25% - cancellations occurring between 15 and 29 days prior to arrival date.
 - d. Rental fees will be forfeited for cancellations made less than 14 days prior to arrival date.

Rules

1. Courts and ball fields are for sports activities only.
2. Bicycles, motorcycles, ATVs, or other motorized or non-motorized devices are not allowed on courts or ball fields, with the exception of wheelchairs or CCPR maintenance vehicles.
3. No stakes, posts, poles, or markers of any kind may be driven into athletic courts or fields.
4. Throwing, pitching, kicking or hitting balls or objects against the chain link fences or backstops is prohibited.
5. In order to maintain sanitation and public health standards, pets are not permitted on ball courts or athletic fields.

6. Alcoholic beverages are not permitted on the athletic fields and courts during public events without proper licensing, permits and insurance.
7. Striping or marking athletic courts and fields is prohibited.
8. Golfing, shot putting, javelin or discus throwing on athletic fields is prohibited, unless permitted through CCPR.
9. Use of metal cleats on athletic fields is prohibited.
10. CCPR reserves the right to cancel scheduled activities at any time at its sole discretion in the event of unacceptable playing conditions, which may result in damage to athletic fields and courts; injury to participants; or when reservation and permit procedures have not been met.

SKATE PARKS:

The Coconino County Park system has one skatepark and it is located at Louise Yellowman County Park.

- 1) The skatepark is a non-supervised facility. Coconino County does not assume responsibility for injuries. Use of the skate park is at the one's own risk.
- 2) Skatepark hours are:
 - a. 6:00 a.m. – 10:00 p.m. - May 1 through September 30
 - b. 6:00 a.m. – 9:00 p.m. – October 1 through April 30
 - c. Skatepark may be used by skateboards, roller skates, inline skates, and BMX-type bicycles.
- 3) Skating is prohibited when surfaces are wet or iced over.
- 4) Skating features and skating bowls are to be kept free of trash and other potential obstacles. Properly dispose of all trash.
- 5) Portable skatepark elements or other obstacles are prohibited from being brought into skatepark.
- 6) Use of the following protective equipment is recommended: helmets, elbow pads, knee pads and shin guards.
- 7) Bicycles must cap axels (pegs) and handlebar ends in order to protect the skatepark surface.

WATER FEATURES

- 1) Throwing objects into water features is prohibited.
- 2) Swimming or wading in water features is prohibited.

EXHIBIT D

Flagstaff Archers Club Rules

**BYLAWS
Of the
FLAGSTAFF ARCHERS, INCORPORATED**

PREAMBLE

By supporting the sport of Archery, and guided by our core values – stewardship, conservation and protection of natural resources and open space; cooperation, collaboration and partnership with others; education and development; diverse public participation; and assumption of leadership and entrepreneurship roles for our organization, we, the members, directors and officers of the Flagstaff Archers, Incorporated, a nonprofit, non-stock organization, do ordain and establish these Bylaws.

DEFINITION OF TERMS

Board – Board of Directors

BoD – acronym for the Board of Directors

Board member and board director– elected or appointed director to the Board of Directors

FAI acronym for the Flagstaff Archers, Incorporated

Organization or corporation– Flagstaff Archers, Incorporated

ARTICLE I – NAME, DOMICILE AND SEAL

Section 1- Name: The name of the organization shall be Flagstaff Archers, Incorporated. It shall be a nonprofit, non-stock organization incorporated under the laws of the State of Arizona.

Section 2 - Domicile: The principal office of this organization shall be located in the city of Flagstaff, county of Coconino, state of Arizona.

ARTICLE II – PURPOSES

Section 1. Purposes: The Flagstaff Archers, Incorporated is primarily organized for charitable, education, advocacy and conservation purposes. The overall goal of this organization is to support the sport of Archery and Bow hunting and associated recreation opportunities by:

- a) Applying for and obtaining grants, donations and other forms of funding to finance priority efforts; maintaining a safe and accessible archery range, offer recreational and bow hunting safety classes, provide opportunities for various archery related events.
- b) Brokering arrangements with other organizations for cooperative work efforts;
- c) Facilitating youth development programs that focus on archery and conservation

ARTICLE III – MEMBERSHIP

Section 1 – Voting Membership: The Flagstaff Archers, Incorporated shall have voting members. The Board of Directors may, by resolution, establish one or more classes of voting members and provide eligibility requirements for membership and rights and duties of members, including the obligation to pay dues.

ARTICLE IV – BOARD OF DIRECTORS

Section 1 - Board Role, Qualifications, Size and Compensation: All corporate powers shall be exercised by or under the authority of and the affairs of the organization shall be managed under the direction of the board of directors, subject to any limitations set forth in the articles of incorporation.

The board shall be comprised of no less than three (3) and no more than nine (9) directors. The board receives no compensation other than per diem allowance in attending board meetings and reasonable expenses incurred in the performance of its official function and duties.

Section 2 - Terms: The term of office for each director shall be two years, except that the initial Board shall serve staggered terms: one-half to serve one year and one-half to serve two years. Each director is eligible for re-election for any number of consecutive terms.

Section 3 – Board elections: Except for the initial directors named by the incorporator, the members shall elect their successors. During the last quarter of each fiscal year of the organization, the incumbent board of directors shall direct an election of a new board, subject to the term limits described above. This election shall take place **during** a regular meeting of the directors, called in accordance with the provisions of these bylaws. New directors shall be elected by a majority of members present at such meeting, provided there is a quorum present. Directors so elected shall serve a term beginning on the first day of the fiscal year.

Section 5 - Duties of the Board of Directors: Under well-established nonprofit corporation law a board member must meet certain standards of conduct and attention in carrying his/her responsibilities to the organization. These standards are described as the duty of care, the duty of loyalty, the duty of obedience and the duty of inquiry, as follows:

- a) *Duty of Care* – Each board member must perform the duties of a director, including duties as a member of any committee of the board upon which the director may serve, in good faith, in a manner the director believes to be in the best interests of the organization, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.¹
- b) *Duty of Loyalty* – Each board member has an obligation to give undivided allegiance when making decisions affecting the organization. A board member can never use information obtained as a member for personal gain, but must act in the best interests of the organization.²
- c) *Duty of Obedience* – Each board member is required to be faithful to the organization’s mission. Board members are not permitted to act in a way that is inconsistent with the central goals of the organization.³
- d) *Duty of Inquiry*⁴ – In discharging duties, a director is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by any of the following:
 - 1. One or more officers or employees of the corporation whom the director reasonably believes are reliable and competent in the matters presented;
 - 2. Legal counsel, public accountants or other person as to matters the director reasonably believes are within the person's professional or expert competence; and/or
 - 3. A committee of or appointed by the board of directors of which the director is not a member if the director reasonably believes the committee merits confidence.

Section 6 - General responsibilities: The board of directors is responsible for overall policy and direction of the organization, and may delegate responsibility for day-to-day operations to the staff and committees.

¹ The duty of care describes the level of competence that is expected of a board member; this means that a board member owes the duty to exercise reasonable care when he/she makes a decision as a steward in the organization.

² The duty of loyalty is a standard faithfulness, whereas the interests of the organization comes first before personal interests

³ A basis for this duty lies in the public’s trust that the organization will manage donated funds to fulfill the organization’s mission

⁴ Pursuant to Section 10-3830, Title 10, Arizona Revised Statutes

Section 7 - Specific Responsibilities: The specific responsibilities of the board of directors include but are not limited to the following:

- a) Hire, support, evaluate and discharge the Executive Director;
- b) Review and approve the annual budget;
- c) Review and approve major organizational decisions, commitments and plans, including expenditures, loans and leases;
- d) Approve the solicitation and, as necessary, the borrowing of funds.

Section 8 – Meetings and notice: The regular board meeting shall be held monthly, at an agreed upon time and place. Special meetings of the Board shall be called upon the request of the Chair, or one-third of the Board. All board members and regular members shall be provided with written notice at least two weeks in advance of any board meeting.

Section 9 - Quorum: A quorum consisting of at least fifty percent of board members is required for business transactions to take place and motions to pass.

Section 10- Action without a meeting: Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent to such action in writing and such consent is received by the Secretary.⁵

Section 12 - Vacancies: When a vacancy on the board occurs mid-term, the Secretary shall receive nominations for a new member from incumbent board members. These nominations shall be sent out to board members with the regular board meeting announcement, to be voted upon the next board meeting. These vacancies will be filled only to the end of the particular board member's term.

Section 13 - Resignation: A director may resign at any time by delivering notice to the Secretary.

Section 14 - Termination, expulsion, suspension of membership: A board member may be terminated, expelled or suspended by a two-third vote of the directors in a regular board meeting or a special meeting called for such purpose.

*Section 15 - Removal by judicial proceeding:*⁶ The court in Coconino County may remove a director of the corporation from office in a proceeding commenced either by the corporation or by its members holding at least twenty-five per cent of the voting power of any class, if the court finds that both:

1. The director engaged in fraudulent conduct or intentional criminal conduct with respect to the corporation.
2. Removal is in the best interests of the corporation.

⁵ Pursuant to Sections 10-3821, Title 10-Nonprofit Corporations, Arizona Revised Statutes

⁶ As provided by Section 10-3810 under Title 10-Nonprofit Corporations of the Arizona Revised Statutes

ARTICLE V –OFFICERS

Section 1- Officers and Duties: At the first meeting of the Board of Directors, the newly elected board shall select among the members of the board, four officers of the board consisting of a chair, vice-chair, secretary and treasurer. Their duties are as follows:

- a) *The Chair* shall convene regularly scheduled board meetings, shall preside or arrange for other members of the Executive Committee to preside at each meeting in the following order: vice-chair, secretary, and treasurer. The chair shall perform the duties customarily required of such office and shall be the chief executive officer, subject to the direction of the Board of Directors.
- b) *The Vice-Chair* shall assume the responsibilities of the Chair in his/her absence.
- c) *The Secretary* shall be responsible for keeping records of board actions, including overseeing the making of minutes at all board meetings, sending out meeting announcements, distributing copies of minutes and agenda to each board member, direct the safekeeping of the records of meetings, signing with the Chair official documents and instruments that require his/her signature, and assuring that corporate records are maintained and secured.
- d) *The Treasurer* shall direct the maintenance and custody of all the funds and securities of the organization. Management of securities and investment of funds shall be in accordance with the provisions of Title 10- Nonprofit Corporation of the Arizona Revised Statutes. The Treasurer shall cause regular books of account of the funds and property of the organization to be kept. He/she shall make a report at each board meeting. The treasurer shall chair the Finance Committee, assist in the preparation of the budget, help develop fundraising plans, and make financial information available to board members, organization members, and the public.

Section 2 – Term: The persons who are elected by the Board shall serve as officers for a term of one year⁷ or until their successors are elected and qualified. The Chair and Vice-Chair shall serve no more than three consecutive terms. The Chair and the Secretary⁸ shall not hold more than one office simultaneously.

In the case of absence or disability of any officer, or for any other reason that the Board may deem sufficient, the Board of Directors may delegate for the time being, in whole or in part, the powers and duties of such officer, to any other member of the Board of Directors or to any other person otherwise qualified to perform the same.

Section 3 – Non-voting ex-officio officers – An executive director and associate executive director, may be appointed by the Board to serve at the will and pleasure of the Board.

⁷ One year term agreed on January 25,2007 formation Board meeting

⁸ *ibid.*

Section 4 – Vacancies: When a vacancy on the board exits mid-term, the secretary must receive nominations for new members from the incumbent Board members. These nominations shall be voted upon at the next board meeting. These vacancies will be filled only to the end of the particular board member’s term.

Section 5 – Special meetings: Special meeting shall be called upon the request of the Chair or one-third of the board.

ARTICLE VI- COMMITTEES

Section 1 – The Executive Committee shall be composed of the Chair, Vice-Chair, Secretary, Treasurer, and the chairpersons of each standing committee. Except for the power to amend the Articles of Incorporation and Bylaws, the Executive Committee shall have all the powers and authority of the Board of Directors in the interval between meetings of the board of directors, and is subject to the direction and full control of the full board. Committee chairs of standing committees are empowered to select alternates to represent them at meetings of the Executive Committee and to delegate voting powers to such alternates when such chairs cannot attend such meetings. Meetings of the Executive Committee may be called by the Chair or any two members of the Executive Committee.

Section 2- The Standing Committees shall be organized as decided by the Board of Directors.

ARTICLE VII- EXECUTIVE DIRECTOR AND STAFF

Section 1 – Executive Director: The executive director is hired by the board. The executive director has day-to-day responsibilities for managing the organization, including implementing the organization’s goals and policies.

Section 2 – Staff: The executive director shall hire full-time or part-time employees or manage volunteer staff as deemed necessary and upon approval of the Board.

Section 3 – The executive director position is not required to be filled for the purposes of this organization.

ARTICLE VIII- FINANCIAL ADMINISTRATION

Section 1 - Fiscal Year: The fiscal year shall be the calendar year, a period of 12 consecutive months beginning January 1 and ending December 31.

Section 2 - All monies and other assets received from membership dues, donations, grants, bequests or other fund-raising activities shall be used to further the goals of the organization as described in these Bylaws.

Section 3 - All organization funds shall be deposited in an insured financial institution. All monies withdrawn from this account require the signature of Treasurer and approval by one or more persons designated by the Board.

Section 4 - The ordinary and reasonable business of the organization shall be carried out by the officers. The Chair, Vice-Chair, Secretary, Treasurer, Executive Director, and Associate Executive Director shall have the authority to bind the organization by contract related to any extraordinary business of the organization, including, but not limited to the execution of notes or deeds of trust, the transfer of sums of money in excess of \$2,000.00, the purchase or sale of substantial amounts of supplies or equipment, or the disposition of property, not implied by the nature of the business without the approval of the Board of Directors.

ARTICLE IX- SELF-DEALING TRANSACTIONS⁹

Section 1- Self- Dealing Transactions: The board shall not approve a self-dealing transaction. A self-dealing transaction is one to which the corporation is a party and in which one or more of the directors has a material financial interest or a transaction between this corporation and any person (other than a nonprofit corporation, tax exempt under Internal Revenue Code Section 501 (c) (3) in which one or more of the directors is a director or between this corporation and any person in which one or more its directors has a material financial interest. A director shall not be deemed to have a “material financial interest” in a contract or transaction that implements a charitable program of this corporation solely because the contract or transaction results in a benefit to a director or his/her family by virtue of their membership in the class of persons intended to be benefited by the charitable program, as long as the contract or transaction is approved or authorized by the corporation in good faith and without unjustified favoritism.

⁹ A policy on self-dealing transactions is required by IRS for 501 (c) (3) exempt status application

Section 2- Approval: The Board of Directors may approve a self-dealing transaction if the board determines that the transaction is in the best interest of, and is fair and reasonable to, this corporation and, after reasonable investigation under the circumstances, determines that this corporation could not have obtained a more advantageous arrangement with reasonable effort under the circumstances. Such determinations must be made the board in good faith, with knowledge of the material facts concerning the transaction and the director's interest in the transaction, and by a vote of the majority of the directors, provided that a quorum is present, without counting the vote of the interested director or directors.

ARTICLE X- CONFLICT OF INTEREST

Section 1- Definitions: For purposes of this provision, the term "interest" shall include personal interest, interest as director, officer, member, staff, employee partner, manager, trustee or beneficiary of any concern and having an immediate family member who holds such an interest in any concern. The term "concern" shall mean any corporation, association, trust, partnership, limited liability entity, firm, person or other entity other than the organization.

Section 2 - Disclosure of Conflicts of Interest: No director, officer, member or staff of the organization shall be disqualified from holding any office in the organization by reason of any interest in any concern. A director, officer, member or staff of the organization shall not be disqualified from dealing, either as vendor, purchaser or otherwise, or contracting or entering into any other transaction with the organization or with any entity of which the organization is an affiliate. No transaction of the organization shall be nullified by reason of the fact that any director, officer, member or staff of the organization has an interest in the concern with which such transaction is entered into, provided:

- a. The interest of such director, officer, member or staff is fully disclosed to the board of directors.
- b. Such transaction is duly approved by the board of directors not so interested or connected as being in the best interests of the organization.
- c. Payments to the interested officer or director, officer, member or staff are reasonable and do not exceed fair market value.
- d. No interested director, officer, member or staff may vote or lobby on the matter or be counted in determining the existence of a quorum at the meeting at which such transaction may be authorized.

The minutes of meetings at which such votes are taken shall record such disclosure, abstention, and rationale for approval.

ARTICLE XI- RECORDS AND REPORTS

Section 1- Maintenance and Inspection of Articles of Incorporation and Bylaws: The organization shall keep at its principal office the original or a copy of its articles of incorporation and bylaws to date, which will be open to inspection by the directors at all reasonable times during office hours.

Section 2- Maintenance and Inspection of Other Corporate Records: The organization shall keep adequate and correct books and records of accounts, and written minutes of the proceedings of the board and committees of the board. All such records shall be kept at such place or places designated by the Board of Directors, or, in the absence of such designation, at the principal office of the corporation.

Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of every kind and the physical properties of the corporation. The inspection may be made in person or by any agent or attorney, and shall include the right to copy and make extracts of documents.

Section 3- Reports: The board shall cause an annual report to be sent to all directors, within 120 days after the end of corporation's fiscal year, containing the following information:

- a) The assets and liabilities, including trust funds, of this corporation at the end of the fiscal year;
- b) The principal changes in assets and liabilities, including trust funds, during the fiscal year,
- c) The revenues or receipts of this corporation, both unrestricted and restricted for particular purposes, for the fiscal year; and
- d) The expenses or disbursements of this corporation for both general and restricted purposes during the fiscal year.

The report shall be accompanied by any pertinent record of independent accountants, or, if there is no such report, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the corporation.

**ARTICLE XII- INDEMNIFICATION AND
INSURANCE**

Section 1 - Right of Indemnity: To the fullest extent allowed by Sections 10-3850 to 10-3858 under Title 10 on Nonprofit Corporations of the Arizona Revised Statutes, this organization may indemnify and advance expenses to its agents, in connection with any proceeding, and in accordance with the law.

Section 2- Approval of Indemnity: On written request to the Board of Directors in each specific case by an agent seeking indemnification, to the extent that the agent has been successful on the merits, the Board shall promptly authorize indemnification in accordance with Sections 10-3850 to 10-3858. Otherwise, the Board shall promptly determine, by a majority vote of a quorum consisting of directors who are not parties to the proceeding, whether, in the specific case, the agent has met the applicable standard of conduct as stated in Section 10-3851, and, if so, may authorize the indemnification to the extent permitted by the law.

Section 3- Insurance: The Board of Directors may adopt a resolution authorizing the purchase of insurance of behalf of any director or officer of the organization against liability asserted against or incurred by the individual in that capacity or arising from the individual's status as director or officers, whether or not the organization would have power to indemnify or advance expenses to the person against the same liability under the Arizona Revised Statutes.

**ARTICLE XIII – INTERPRETATION AND
IMPLEMENTATION**

Section 1- Any conflict, issue or concern that may arise in the interpretation and implementation of these Bylaws shall be resolved by referring to and complying with the Arizona Revised Statutes and other applicable federal and state laws.

**ARTICLE XIV -
AMENDMENTS**

Section 1- These Bylaws may be amended when necessary by a two-thirds vote with a quorum of the board of directors. Proposed amendments must be submitted to the secretary to be sent out with regular board announcements.

EXHIBIT E
Liability Waiver

I am aware that participation in any program, sport, or activity can be dangerous involving risks of injury. I understand that the dangers and risks of participating include, but are not limited to, death, serious or permanent injury, and damage to other parts of my body. I understand that spinal and neck injuries, which could cause brain damage and/or paralysis, are among the many injuries I could receive from participation in these activities. I am aware of the nature of this activity and I assume responsibility for myself, if I am a participant, and as parent or guardian of the minor child(ren) indicated above as participant(s). In consideration of the permission by Coconino County to accept the above named participant(s) in the listed activities, the undersigned hereby releases and holds harmless Coconino County, the Parks & Recreation Department, its officers, officials, employees, and volunteers from and waives and relinquishes any claim, liability, cause of action, damages, or costs for personal injury or property damage arising as a result of participation in or receiving instructions from the County or the Flagstaff Archers Archery Club regarding said activity, including transportation to and from the activity.

The undersigned acknowledges that he/she has been fully advised of the risks and potential dangers incidental to engaging in the activities for which this reservation is submitted and voluntarily and knowingly assumes the risks of engaging in the activity. I hereby approve of the County to use my likeness or my minor child's likeness in future publications and/or publicity. All photos will remain the property of Coconino County. By signing this agreement you are agreeing to relieve the County of liability to personal injury, wrongful death or property damage, and release photo rights.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/05/2012

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

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

PRODUCER Regional Excess Underwriters LLC PO Box 9010 Westbrook ME 04098		CONTACT NAME Tim Reed A/C No. 866-796-7888 FAX A/C No.: EMAIL ADDRESS treed@regionals.com PRODUCER CUSTOMER ID: 224896	
INSURED Flagstaff Archers PO Box 30875 Flagstaff AZ 86003		INSURER(S) AFFORDING COVERAGE INSURER A: StarNet Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 40045	

COVERAGES **CERTIFICATE NUMBER:** **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	
A	GENERAL LIABILITY			DLS1000710-01-042	07/01/2012	07/01/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:								
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ- <input type="checkbox"/> LOC							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N		N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

It is understood and agreed that the county, its officers, agents, employees and volunteers are named as an additional insured, but only with respects to its liability arising out of the activities of the named insured.

CERTIFICATE HOLDER Coconino County HC 39, Box A Flagstaff AZ 86001		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	
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ACORD 25 (2009/09)

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09 - 2/5/2013 - License Agreement with Flagstaff Archers

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Meeting Date: February 5th, 2013

DATE: December 31, 2012

TO: Honorable Chairwoman and Members of the Board

FROM: Lucinda Andreani, Deputy Public Works Director

SUBJECT: **Approval to apply for a \$200,000 Highway Safety Improvement Program (HSIP) grant for roadway sign panel replacements through FY2016.**

RECOMMENDATION:

Staff recommends that the Board of Supervisors approve the submittal of a grant application requesting \$200,000 of Highway Safety Improvement Program (HSIP) funds for Sign Panel Replacement (FY13-16).

BACKGROUND:

Congress has established the Highway Safety Improvement Program (HSIP) as a core Federal-aid for the specific purpose of improving safety on public roads. Many sign panels throughout Coconino County do not meet the reflectivity standards specified in the new Manual on Uniform Traffic Control Devices (MUTCD). Sign panel reflectivity is an important component of roadway safety, especially at night.

HSIP money is available through ADOT for the purpose of assisting local governments in upgrading their sign panels to meet the new MUTCD reflectivity standards. Coconino County has identified 2,474 regulatory, warning, and street name sign panels that do not meet the new reflectivity standards. The cost to purchase 2,474 replacement sign panels is \$190,000, and ADOT requires an additional \$10,000 for their project administration services. Therefore, the total amount of HSIP funding requested will be \$200,000. Sign panel replacement will be phased over four years (FY13-16), with approximately 618 sign panels being replaced per year. Although the sign panels themselves are paid for with HSIP money, all labor costs for installing the new sign panels are to be borne by Coconino County.

In order for this project to move forward, an application must be submitted to ADOT requesting

\$200,000 of HSIP funding be authorized for sign panel replacement during FY13-16. After ADOT takes \$10,000 of this funding for project administration, \$190,000 is available for actual sign panel replacement. This is a reimbursement-type grant which requires the County to use its own funds to purchase the sign panels each year. After an inspection by ADOT verifies that the annual allotment of sign panels have been installed, a reimbursement payment is made to Coconino County for that specific sign panel allotment. Approximately 618 signs panels are to be replaced each year followed by a reimbursement payment of approximately \$47,500 after each year's inspection verifying sign panel installation.

ALTERNATIVES:

If the Board of Supervisors does not authorize the submittal of the grant application, Coconino County will not be eligible to receive monetary assistance through HSIP to replace sign panels that do not meet reflectivity standards, and funding will need to be found elsewhere to replace the non-compliant panels.

FISCAL IMPACT:

This will be a reimbursement-type grant in which the County must purchase and install each year's allotment of (618) sign panels at its own expense prior to reimbursement. Upon approval of that year's installation, the County will then be reimbursed approximately \$47,500 for that year's sign panels. The total cost of purchasing 2,474 sign panels over a four-year period is \$190,000. No local match is required, but all installation costs are to be borne by the County.

REVIEWED BY ELECTRONIC ROUTING

ATTACHMENTS:

1. None



Meeting Date: **February 5th, 2013**

DATE: Revised January 29, 2013

TO: Honorable Chairwoman and Members of the Board

FROM: Lucinda Andreani, Deputy Public Works Director

SUBJECT: **Approval to apply for a \$28,480,000 Federal Lands Access Program Grant for FH3 (Lake Mary Road) Improvements, with the County matching funds of \$1,482,000; and approval to apply for a \$15,300,000 Federal Lands Access Program Grant for Mormon Lake Road Improvements, with the County matching funds of \$872,100.**

RECOMMENDATION:

Staff recommends that the Board of Supervisors approve the submittal of grant applications requesting \$28.48M of Federal Lands Access Program (FLAP) funds for FH3 (Lake Mary Road) improvements; and \$15.3M of Federal Lands Access Program (FLAP) funds for Mormon Lake Road.

BACKGROUND:

In July 2012, President Obama signed into law the Moving Ahead for Progress in the 21st Century Act (MAP-21) which provides funding of surface transportation programs for fiscal years 2013-14. Within MAP-21 is the Federal Lands Access Program (FLAP) which provides \$250M per year for projects that are located on, adjacent to, or that provide access to Federal lands. Arizona is slated to receive \$14M of this funding. Much of the land along FH3 is Federal land (National Forest).

Coconino County has identified significant needs on FH3 (Lake Mary Rd) and Mormon Lake Road that qualify for FLAP funding. A needs assessment includes safety improvements such as modified road geometry, intersection improvements, slope flattening, and widening of paved shoulders for multimodal use.

In order to move these projects forward, an application must be submitted to the Federal Highway Administration Central Federal Lands Division (CFLD). Their Programming Decisions Committee (PDC) will then review all applications submitted and make programming decisions as

to which projects are approved for funding and the timeframes for construction. If approved, the FH3 and Mormon Lake Road projects would probably be phased over several years as budget and construction seasons dictate. Project design and management are provided by CFLD.

In 2011, Coconino County was able to tap \$7.5M of similar funding for the recent rehabilitation of a 17-mile segment of FH3 which was completed in November 2012. The Public Works Department desire going forward is to obtain additional monies through the FLAP program to continue various needed improvements on FH3 and Mormon Lake Road. Central Federal Lands have indicated that they will issue a “Call for Projects” in the spring of 2013, and Coconino County will need to be ready to submit its application within a short time frame.

The attached form titled “Arizona Access Program Project Application” requires the Chairwoman’s signature in order to start the application process. Three signed originals are needed for Lake Mary Road (FH3) and three signed originals are needed for Mormon Lake Road.

ALTERNATIVES:

If the Board of Supervisors does not authorize the submittal of the grant application, Coconino County will not be eligible to receive monetary assistance through FLAP to construct the needed improvements on FH3 or Mormon Lake Road. The Coconino County Public Works Department budget is not sufficient to construct the recommended improvements, but the budget is able fund the required local match.

FISCAL IMPACT:

If Coconino County’s application for \$28.48M is approved for funding improvements on Lake Mary Road (FH3), it will require a 5.7% local match. The local match for a \$28.48M project is \$1.62M using fund balance.

If Coconino County’s application for \$15.3M is approved for funding improvements on Mormon Lake Road, it will require a 5.7% local match. The local match for a \$15.3M project is \$872k using fund balance.

REVIEWED BY ELECTRONIC ROUTING

ATTACHMENTS:

1. Arizona Access Program Project Application, three (3) original documents for Lake Mary Road (FH3)
2. Arizona Access Program Project Application, three (3) original documents for Mormon Lake Road

Arizona Access Program Project Application

Project endorsement can be printed, signed and submitted as separate PDF, or signed electronically.

K. Project Endorsement - Agency with Title or Maintenance Responsibility

By signing this sponsorship form, the FLMA representative certifies that the projects provides access to, is adjacent to, or are located within a Federal recreational site or Federal economic generator.

1. Agency submitting application: Coconino County, AZ
2. Name of authorized agency official: Elizabeth C. Archuleta
3. Title: Chairwoman, Coconino County Board of Supervisors
4. Signature: _____
5. Date: February 5, 2013
6. Email: larchuleta@coconino.az.gov
7. Telephone: (928) 679-7152
8. Comments on proposed project (letter of support allowed, please attach):

Meeting Date: February 5, 2013

DATE: January 17, 2013

TO: Honorable Chairwoman Archuleta and Members of the Board of Supervisors

FROM: Patty Hansen, Coconino County Recorder

SUBJECT: Confirm appointment of Donna Casner as Chief Deputy Recorder

RECOMMENDATION:

It is recommended that the Board of Supervisors confirm the appointment of Donna Casner as the Chief Deputy Recorder.

BACKGROUND:

A.R.S. 11-419 gives the Recorder authority to appoint a Chief Deputy. Donna Casner has extensive experience in both the recording and voter registration areas of the office. The Chief Deputy will act on behalf of the Recorder in the conduct of normal business operations, at authority levels defined by the Recorder. The Chief Deputy will manage the voter registration division of the Recorder's office.

The duties for management of the elections division have been separated from the Chief Deputy position and will be assigned to an Elections Administrator when that position is filled.

ALTERNATIVES:

None.

FISCAL IMPACT:

None. The Recorder is working with the Human Resources department to do a reorganization of the Recorder's office so there will not be an increase to the budget.

REVIEWED BY ELECTRONIC ROUTING:

ATTACHMENT: Appointment and Oath of Office

APPOINTMENT OF CHIEF DEPUTY RECORDER

STATE OF ARIZONA)
 : SS
COUNTY OF COCONINO)

I Patty Hansen, being the duly sworn and elected Recorder of Coconino County, having confidence in the integrity of Donna Casner of Coconino County, Arizona, do hereby appoint the said Donna Casner as Chief Deputy Recorder of Coconino County, Arizona, effective January 21, 2013..

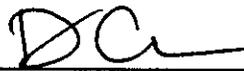


Patty Hansen, Recorder

OATH OF OFFICE

I, Donna Casner, do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona; that I will bear true faith and allegiance to the same, and defend them against all enemies, foreign and domestic, and I will faithfully and impartially discharge the duties of the office of the Chief Deputy County Recorder, Coconino County, Arizona, according to the best of my ability, so help me God (or so I do affirm).

Dated this 18th day of January 2013.



Donna Casner



Meeting Date: February 5, 2013

DATE: January 28, 2013

TO: Honorable Chairperson and Members of the Board

FROM: Jessica Leiser, Deputy County Attorney

SUBJECT: Attorney General's Office Representation of Coconino County in property tax appeal *Transwestern Pipeline Company v. Arizona Department of Revenue, et al.*, TX2013-000241.

RECOMMENDATION:

Staff recommends that the Board of Supervisors authorize the Attorney General's Office to represent Coconino County in the above-referenced tax case for the 2008 Tax Year.

BACKGROUND:

The property owned by Transwestern Pipeline is centrally assessed by the Arizona Department of Revenue (ADOR) instead of being assessed locally by the Assessor's Office because the property, in this case a pipeline, spans several county boundaries. The County receives a pro rata distribution of taxes paid based on the overall value for property located in the County. The majority of the pipeline is located in Coconino County.

Transwestern Pipeline has appealed the centrally assessed valuation annually since 2010. Assistant Attorney General Ken Love has represented Coconino County for the previous tax cases, which are still pending and may be consolidated with the 2013 case.

In 2010, the County's refund liability was initially estimated at approximately \$400,000 based on an assessed valuation of \$950 million by ADOR and the \$770 million valuation proposed by Transwestern Pipeline. An estimate for the potential refund liability for 2013 is not yet available but should be comparable to the 2010 estimate.

FISCAL IMPACT:

There is no cost to the County for the Attorney General's office to represent the County in addition to its representation of ADOR and other counties.

ALTERNATIVES:

The alternative would be for the County Attorney's Office to represent the County in this matter.

REVIEWED BY ELECTRONIC ROUTING

ATTACHMENTS:

Resolution 2013-06

RESOLUTION NO. 2013-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF COCONINO COUNTY, ARIZONA, TO AUTHORIZE REPRESENTATION BY ATTORNEY GENERAL'S OFFICE FOR PROPERTY TAX APPEAL OF CENTRALLY ASSESSED PROPERTY.

WHEREAS, the Board of Supervisors is authorized under A.R.S. § 11-251(14) to control the defense of all actions to which the County is a party; and,

WHEREAS, Coconino County, along with the Arizona Department of Revenue and several other counties, has been named in a property tax appeal of a centrally assessed property in *Transwestern Pipeline Company v. Arizona Department of Revenue et al.*, TX2013-000241; and

WHEREAS, the Attorney General's Office represents the Arizona Department of Revenue and has specialized knowledge of centrally assessed properties; and

WHEREAS, the Attorney General's Office has requested authorization to represent the named counties, in addition to the Arizona Department of Revenue in the 2013, property tax appeal.

NOW, THEREFORE, BE IT RESOLVED that the Attorney General's Office, and Assistant Attorney General Kenneth Love, is authorized to represent Coconino County in *Transwestern Pipeline Company v. Arizona Department of Revenue et al.*, TX2013-000241.

APPROVED AND ADOPTED this 5th day of February, 2013, by the Coconino County Board of Supervisors.

Chairwoman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

APPROVED AS TO FORM:

Deputy County Attorney



Meeting Date: February 5, 2013

DATE: Revised January 28, 2013

TO: Honorable Chairwoman and Members of the Flood Control District Board of Directors

FROM: Andrew L. Bertelsen, Assistant County Manager, Public Works Director

SUBJECT: Delegation of Signatory Authority for Settlement Agreements in the Schultz Flood Area

RECOMMENDATION:

Delegate authority to sign Settlement and Release Agreements negotiated with private property owners in the Schultz Flood area in conjunction with design and implementation of flood mitigation capital projects, to the Public Works Director, up to \$50,000.00.

BACKGROUND:

In many cases, implementation of flood mitigation capital projects within residential sections of the Schultz Flood area will require use of private property. In these cases, Coconino County staff is requesting that property owners donate the drainage easements and temporary construction easements required.

When necessary, one tool that staff utilizes to negotiate the terms of easements in such situations is a Settlement and Release Agreement. This document, developed by the County Attorney's Office is used to establish the conditions that will be met in exchange for the granting of easements.

For example, in the attached sample Settlement and Release Agreement, a property owner requested that two trees likely to be impacted by the construction of flood mitigation measures on his property, be relocated or replaced, and that any damage done to his driveway during construction be repaired in exchange for granting the required easement.

In some cases, there are no direct costs to the Flood Control District associated with the terms of Settlement and Release Agreements. However, as in the example of the trees there can be costs associated with the terms of the Settlement and Release Agreement. These costs are generally small and are commonly absorbed into the overall costs to construct the project.

Currently the Settlement and Release Agreements require five Coconino County Flood Control District signatures: the Right of Way Agent, the Flood Control District Director, the Flood Control District Board Chair, the Board Clerk, and the Deputy County Attorney. Under this structure, all Settlement and Release Agreements, no matter how small in scope require consideration by the Flood Control District Board of Directors and signature by the Board Chair.

As flood mitigation projects are developed and implemented in the Schultz Flood Area, staff anticipates the need for dozens of Settlement and Release Agreements. In addition, the costs of these Agreements, if any, are anticipated to be small and are included in already budgeted project design and construction costs.

Due to the routine nature of these Agreements, their anticipated low costs, and the number of Agreements anticipated, it may be desirable to reduce the burden of review and approval on behalf of the Board of Directors. For this reason, staff recommends that the Board delegate Board Chair signatory authority for these Agreements related to Schultz Flood mitigation projects to the Public Works Director.

ALTERNATIVES:

1. The Board could choose to delegate signatory authority for settlement agreements related to Schultz Flood mitigation projects, thereby reducing the number of relatively simple agreements that would need to be considered by the Board and signed by the Board Chair.
2. The Board could choose not to delegate signatory authority for settlement agreements related to Schultz Flood mitigation projects, thereby requiring that all such agreements be considered by the Board and signed by the Board Chair.

FISCAL IMPACT:

The delegation of signatory authority applies only to Schultz Flood-related settlement agreements under \$50,000.00 in value. Any settlement agreement that is \$50,000 or more will still require consideration by the Board and signature by the Board Chair. However it is expected that all settlement agreement will be far less in value.

REVIEWED BY ELECTRONIC ROUTING

ATTACHMENTS:

1. Example Schultz Flood Mitigation Project Settlement Agreement (1)

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Settlement Agreement”) is made this ____ day of _____, 20____.

1. **Parties.** Coconino County Flood Control District, a political subdivision of the State of Arizona, organized pursuant to A.R.S. §48-3601 et. Seq., acting by and through its duly-elected Board of Directors, its successors and assigns (the “District”); and EDWARD LEAZIER and MONICA LEAZIER, husband and wife, as joint tenants with right of survivorship (the “Grantors”), the owners of Coconino County Assessor’s Parcel Number 301-51-009C, located in Coconino County, Arizona.

2. **Subject Property.** A portion of Coconino County Assessor’s Parcel Number 301-51-009C more particularly described in Exhibit A, attached hereto and made a part hereof.

3. **Recitals.**
 - A. On the 21st day of February, 2012, the Coconino County Flood Control District Board of Directors approved a resolution authorizing the engineering of the “Schultz Emergency Watershed Protection – Thames/Brandis Corridor Project” (the “Project”).
 - B. The Project further authorizes and directs the Coconino County Flood Control District to take appropriate measures to secure all rights of way, and utility or drainage or slope and other specialty and temporary easements as needed for the Project, including those upon the Subject Property as described below and as set forth Exhibit A.
 - C. The Grantor is the party with exclusive right to grant and convey to the County an interest or interests in the Subject Property needed for the Project and as set forth in Exhibit A.
 - D. The District and the Grantor have reached a comprehensive settlement of all claims that either Party may have against the other for acquisition of the rights and entitlements to the Exhibit A Property by means of the Easement(s) set forth below as Exhibits B-1 & B-2, and C-1 & C-2 (attached)

and right of way by means of the Warranty Deed set forth below as Exhibits D & D-1 (attached).

- E. The terms and conditions of all entitlements and considerations are stipulated below in Sections 4 and 5.

NOW, THEREFORE, in consideration of the grant of Easements to the District in Exhibits B-1 & B-2, C-1 & C-2 and in consideration of the grant of Warranty Deed to the District in Exhibits D & D-1, in exchange for the benefits provided to Grantor below, the sufficiency of which is acknowledged herein, the Parties Agree as follows:

- 4. **District** agrees, with reasonable diligence and within a reasonable amount of time (unless the time is specifically set forth below); to:
 - A. Assume all maintenance and liability responsibility for the portion of Ostrich Lane currently owned by the Grantor upon recordation of the Warranty Deed set forth below as Exhibits D & D-1 (attached)
 - B. Consult with a professional arborist as to the possibility and likely costs of relocating the two Ponderosa Pine trees impacted by flood mitigation designs. If possible and cost effective, the trees will be relocated. If not possible or cost prohibitive, the trees will be replaced according to the standards established in the City of Flagstaff's Land Development Code. In addition 2 new trees will be provided representing the Grantor's two grandchildren
 - a. Subsequent to this consultation, it has been determined that relocating the trees is cost prohibitive and highly unlikely to succeed. Thus the southern tree will be removed and replaced per the City of Flagstaff's Land Development Code. As the northern tree is just to the north of the anticipated drainage swale, all attempts will be made to save it. If however the tree ends up dying, it will be replaced per the City of Flagstaff's Land Development Code
 - C. Relocate all smaller trees located near the north property line and impacted by flood mitigation designs

- D. Repair the washed out portions of Grantor's driveway back to pre-flood conditions
 - E. Install heavy fence posts at the north and south edges of the flood mitigation measures where they intersect Grantor's eastern property line, in preparation for installation of permanent breakaway style fencing following the required 3 year revegetation period.
5. **Grantor** agrees, with reasonable diligence and within a reasonable period of time (unless the time is specifically set forth below); to:
- A. Execute by Easement and Warranty Deed the conveyances attached hereto as Exhibits B-1 & B-2, C-1 & C-2 and D & D-1. Those documents are found at: Coconino County Public Works, 5600 Commerce Avenue, Flagstaff, Arizona 86004.
6. Merger and Satisfaction.

The Grantor agrees to accept the District's performance of the obligations set forth in Paragraph 4 above as full and final satisfaction for the acquisition of the District's respective interests in the Subject Property described by the Exhibits B-1 & B-2, C-1 & C-2 and D & D-1. The Grantor agrees that all terms of the District's performance are set forth in Paragraph 4 and that there are no other agreements, oral or written, as between the Parties that pertain to the Subject Property or the acquisition of rights and consideration contained herein.

7. Waiver and Release.

The Grantor waives and releases the District from any and all claims for injury, damages and compensation that may arise hereafter or result from the establishment and construction of the public improvements as further described in this Agreement and in the Exhibits B-1 & B-2, C-1 & C-2 thru D & D-1.

8. Settlement in lieu of Condemnation.

It is specifically agreed that this Settlement is being made in lieu of condemnation, and therefore the agreement is not admissible as evidence of value, or for any other evidentiary purpose, in conjunction with any collateral judicial or administrative proceeding where value is at issue.

9. District Authorization.

The District represents and warrants to Grantor that the District has full power and authority to enter into this Settlement Agreement and assume and perform all obligations hereunder. The District's ability to perform its obligations hereunder are not prohibited, precluded, or adversely affected by any law or regulation, agreement or instrument, restriction or order, or judgment to which it is subject.

10. Grantor Authorization.

The Grantor represents and warrants to District that the Grantor has full power and authority to enter into this Settlement Agreement and assume and perform all of its obligations hereunder, and that there are no other third parties whose authorization is necessary to make this Settlement Agreement effective. The Grantor's ability to perform its obligations hereunder are not prohibited, precluded, or adversely affected by any law or regulation, agreement or instrument, restriction or order, or judgment to which it is subject.

11. Waiver and Release.

- A. Upon recordation of Exhibits B-1 & B-2, and C-1 & C-2 easements and Exhibits D & D-1 Warranty Deed and thereafter upon District's completion of other considerations set forth in Paragraph 4, if any, the Grantor for themselves, and their legal representatives, successors and assigns, does hereby release, hold harmless, defend and forever discharge the District, its representatives, officers, employees, agents, elected officials, successors and assigns, from any and all claims, demands, liabilities or causes of action at law or in equity of any kind or character known or unknown, arising out of or related to the performance of duties or obligations contained herein.

- B. Upon recordation of Exhibits B-1 & B-2 and C-1 & C-2 easements and Exhibits D & D-1 Warranty Deed and thereafter upon Grantor's completion of other considerations set forth in Paragraph 5, if any, the District for itself, and their legal representatives, successors and assigns, does hereby release, hold harmless, defend and forever discharge the Grantor, their legal representatives, successors and assigns, from any and all claims, demands, liabilities or causes of action at law or in equity of any kind or character known or unknown, arising out of or related to the performance of duties or obligations contained herein.

12. Default.

The following events are defaults under this Settlement Agreement

- A. Any breach of warranty or representation; or
- B. Failure to timely and fully comply or complete the terms and conditions of this Settlement Agreement.

13. Remedies.

In the event of a Default the non-defaulting party shall be entitled to the following remedies:

- A. An order from a court of competent jurisdiction requiring the defaulting party to specifically perform its obligations under the terms of this Settlement Agreement; or granting injunctive relief, if appropriate; and
- B. All other remedies that may be available at law or in equity.

If any action at law or in equity is brought by either party to enforce any provision of this Settlement Agreement the prevailing party shall be entitled to recover from the other party reasonable attorney's fees and costs in such amount as the court may allow.

14. Miscellaneous Terms.

- A. This Settlement Agreement is binding upon the parties and their respective Officers, Directors, Agents and successors and assigns, and the terms of this Settlement Agreement survive the conveyance of any interest in the Subject Property.
- B. This Settlement Agreement is the result of negotiations between the parties and shall be construed according to the plain meaning of the language. The document shall not be construed either for or against either party simply because the District drafted the Agreement.
- C. This Settlement Agreement shall be construed according to the laws of the State of Arizona and venue for any dispute shall be in Coconino County.
- D. Amendments, Modifications or Waivers of the Agreement's provisions shall first be made in writing and signed by all the parties hereto.
- E. The Parties agree to execute such additional documents and perform such additional acts as may be reasonably necessary to effectuate the intent and purpose of this Settlement Agreement.
- F. Time is of the essence as to the provisions of this Settlement Agreement.

DATED, this ___ day of _____, 20__

EDWARD LEAZIER

State of Arizona)
) ss.
County of Coconino)

This instrument was acknowledged before me this ___ day of _____, 20__,
by Edward Leazier who demonstrated by adequate proof that he is the person
whose signature appears herein.

ATTEST:

Notary Public

DATED, this ___ day of _____, 20__

MONICA LEAZIER

State of Arizona)
) ss.
County of Coconino)

This instrument was acknowledged before me this ___ day of _____, 20__,
by Monica Leazier who demonstrated by adequate proof that she is the person
whose signature appears herein.

ATTEST:

Notary Public

The County of Coconino, State of Arizona,

BY: _____ DATE: _____
Right-of-way Agent
Coconino County Flood Control District

BY: _____ DATE: _____
Director, Coconino County Flood Control District

DATED, this ___ day of _____, 20__

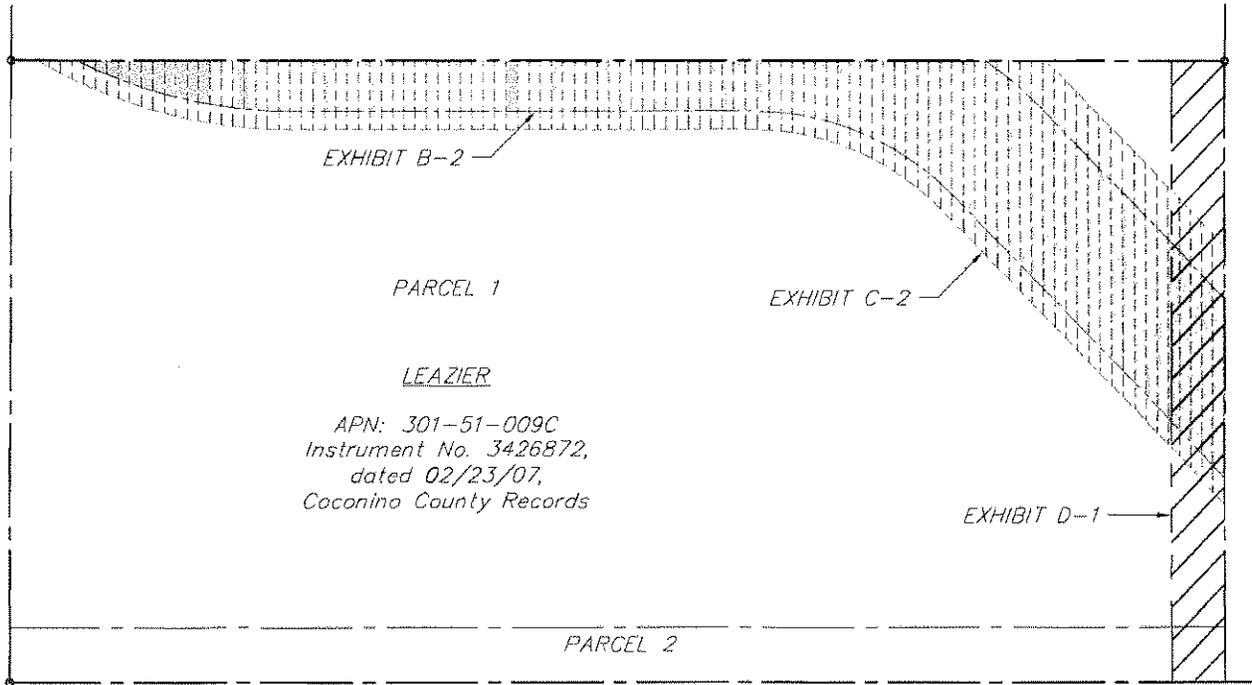
Chairperson, Coconino County Flood Control District

ATTEST: _____
Clerk

Approved as to form and content
and within powers:

Deputy County Attorney

EXHIBIT A
 A PORTION OF THE PARCEL DESCRIBED IN
 INSTRUMENT NO. 3426872, APN: 301-51-009C



LEAZIER
 APN: 301-51-009C
 Instrument No. 3426872,
 dated 02/23/07,
 Coconino County Records

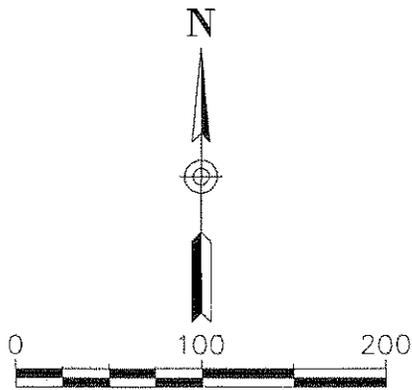


EXHIBIT B-2: DRAINAGE EASEMENT
 EXHIBIT C-2: TEMPORARY CONSTRUCTION EASEMENT
 EXHIBIT D-1: ROADWAY DEDICATION

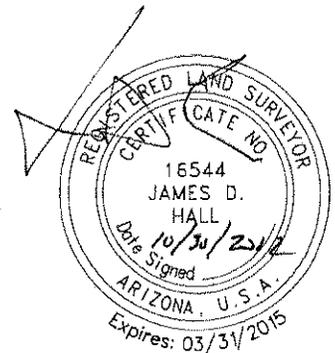


EXHIBIT A
 LEAZIER (ASSESSOR'S PARCEL 301-51-009C)
 BRANDIS WAY DRAINAGE IMPROVEMENTS

PLATEAU ENGINEERING
 CIVIL ENGINEERS AND LAND SURVEYORS
 202 EAST BIRCH AVENUE
 FLAGSTAFF, ARIZONA 86001
 (928) 556-0311 fax (928) 213-9614

JOB NO.	1169	DATE	
DESIGNED BY			
DRAWN BY	BH	10/26/12	
CHECKED BY	DH	10/26/12	

1
OF
1

WHEN RECORDED, MAIL TO:

Coconino County Flood Control District
5600 E. Commerce
Flagstaff, Arizona 86004

PERMANENT DRAINAGE EASEMENT
[Exempt Per A.R.S. 11-1134(A)(3)]

In consideration for the good and valuable benefits inuring to the Grantor as a result of Grantee's work and efforts within the "Subject Property", the sufficiency of which is hereby acknowledged, EDWARD LEAZIER and MONICA LEAZIER, husband and wife, as joint tenants with right of survivorship, (the "Grantors"), the owners of Coconino County Assessor's Parcel Number 301-51-009C, located in Coconino County, Arizona, hereby grant and convey to COCONINO COUNTY FLOOD CONTROL DISTRICT, a political subdivision of the State of Arizona, organized pursuant to A.R.S. §48-3601, et. Seq., its successors and assigns (the "Grantee"), a permanent drainage easement over, upon and across the real property of the Grantor more particularly described in Exhibits B-1 & B-2, attached hereto and set forth herein by reference (the "Subject Property"):

See Exhibits B-1 & B-2

This Easement entitles the Grantee, its officers, agents, employees and contractors, to ingress and egress upon the Subject Property; and commensurate therewith, the right to construct, reconstruct, repair, replace, operate, improve, maintain, enhance, intensify, remove, and otherwise command a flood control project over, upon, under, and across the Subject Property, including all incidental purposes therefore as the Grantee determines is warranted, in the Grantee's sole discretion.

Grantee, using Grantee's sole discretion, is entitled to alter, move or remove any fence or other structure, any horizontal or vertical improvement above, upon or below the ground; and includes Grantee's right to alter or remove vegetation, structures, buildings, mailboxes, culverts and any other obstructions within the limits of the Easements that are inconsistent with Grantee's legitimate use of the Easement for drainage control purposes.

Where necessary, Grantee shall have the right to ingress and egress across Grantor lands immediately adjacent to the Easement when reasonably required to gain access to the Subject Property.

This grant of Easement is non-exclusive, and Grantor reserves unto itself, its successors and assigns, the right to enter and enjoy the easement area BUT ONLY SO LONG AS said entry and

conduct therein is not inconsistent with, and does not interfere with, the intent and purpose of this grant of Easement. Grantor shall not enter and construct or permit the construction of any structure or improvement, including but not limited to driveways, utilities, lighting, landscaping and fencing, without Grantee's prior written consent as evidenced by an Encroachment Permit first issued by the Grantee District; and provided that such uses are subject to restrictions including, but not limited to:

- a. No construction of permanent structures within the easement area.
- b. No uses within the easement area that impact the function of the flood control improvements or impede Grantee's periodic ingress and egress.

Grantor's use rights shall be subject to all federal, state and local laws and ordinances as may govern entry and proposed use, including but not limited to all floodplain regulations and related engineering standards.

Grantor acknowledges that Grantee is operating a drainage control feature within the Subject Property for which Grantee has first obtained authorization, regulatory permits and regulatory approvals in connection therewith from the United States of America, U.S. Department of Agriculture, Natural Resource Conservation Service and the United States Forest Service. Therefore, Grantor warrants and agrees to make absolutely no unauthorized construction or alteration upon the Subject Property during the pendency of the Temporary Maintenance Period established by the United States of America, which conditions and restrictions are incorporated herein by reference as if set forth in full.

This Easement runs with the land and is binding upon Grantor, its successors and assigns. Following termination of the Temporary Maintenance Period referred to above, the Grantor may apply to Grantee District for abandonment of this Permanent Drainage Easement. Grantee reserves the sole and absolute right to determine whether abandonment is in Grantee's best interest. If, upon petition, Grantee determines that abandonment is warranted and is not contrary to law, the Grantor agrees to accept abandonment as the Grantor's sole and absolute remedy and shall take and assume the land "AS IS-WHERE IS", no warranties express or implied, and without further indemnification and without compensation from Grantee.

Grantor agrees to indemnify, defend and hold harmless the Grantee from all direct, indirect and consequential damages to the real or personal property of the Grantor, or physical injuries to persons on the property, allegedly caused by or arising from the Grantee's actions or failures to act upon the Subject Property inclusive of the alleged acts and failures of Grantee's officers, employees, agents or contractors acting at Grantee's instruction. This indemnification extends to, but is not limited by, incidents alleged to arise from flooding. Grantor acknowledges that the flood control project constructed within the easement is not sufficient to handle all foreseeable floodwater; that the project is designed and constructed to a five-year immediate post-fire design storm standard adopted by the Grantee District, and that Grantor should take suitable precautions to protect themselves and their property from flooding. Grantee does not warrant that the flood control project will prevent flooding on Grantor's properties.

Grantor specifically acknowledges that this grant is made without financial compensation or remuneration of any kind, but is supported by the benefits inuring to Grantor as a result of Grantee District's efforts upon the Subject Property, and that said efforts are sufficient, good and valuable consideration.

DATED, this ____ day of _____, 2012

EDWARD LEAZIER
Grantor

State of Arizona)
)
County of Coconino)

)

ss.

ACKNOWLEDGED BEFORE ME, this ____ day of _____, 2012, by Edward Leazier and signed the same having first sufficiently identified himself as set forth above.

Notary Public

DATED, this ____ day of _____, 2012

MONICA LEAZIER
Grantor

State of Arizona)
)
County of Coconino)

)

ss.

ACKNOWLEDGED BEFORE ME, this ____ day of _____, 2012, by Monica Leazier, and signed the same having first sufficiently identified herself as set forth above.

Notary Public

LEGAL DESCRIPTION

EXHIBIT B-1
Drainage Easement

Leazier: Assessor's Parcel 301-51-009C

Page 1 of 2

The following describes a parcel of land in the southwest quarter of the southwest quarter of Section 33, Township 23 North, Range 8 East, Gila and Salt River Meridian, Coconino County, Arizona:

That portion of Parcel No. 1 described in Instrument 3426872, Coconino County Records, lying within a 68-foot-wide strip of land lying 46 feet southerly and southwesterly and 22 feet northerly and northeasterly from the centerline described as follows:

Commencing at the West-West 1/64 corner of Section 33 per Results of Survey recorded in Book 10, Page 8, Coconino County Records, in Township 23 North, Range 8 East, Gila and Salt River Meridian, Coconino County, Arizona;

Thence north 00°09'04" east along the east line of the 30-foot roadway dedication shown on said Results of Survey, a distance of 30.00 feet to the southeast corner of Parcel 1 thereof and the southeast corner of Parcel No. 1 described in Instrument 3426872, Coconino County Records;

Thence continuing north 00°09'04" east along the east line of said Parcel 1 of Book 10, Page 8, said line also being the east line of said Parcel No. 1 of Instrument 3426872, a distance of 147.07 feet to the **Point of Beginning**, from whence the easterly corner common to said Parcel No. 1 of Instrument 3426872 and to Parcel No. 1 described in Instrument 3444401, Coconino County Records, lies north 00°09'04" east along said east line a distance of 161.13 feet, said point being monumented by a 1/2" rebar with cap marked LS14671 per said instrument 3444401 and said Book 10, Page 8;

Thence leaving said east line, north 44°09'05" west a distance of 166.54 feet;

Thence northwesterly along a curve concave southwesterly, with a radius of 200.00 feet and a central angle of 45°49'24", an arc length of 159.95 feet;

Thence north 89°58'29" west a distance of 250.94 feet;

Thence northwesterly along a curve concave northeasterly, with a radius of 222.00 feet and a central angle of 44°01'54", an arc length of 170.61 feet to the west line of said Section 33, to which point a radial line bears south 04°03'24" west, said west line also being the west line of said Parcel No. 1 of Instrument 3444401, and the **Terminus** of this centerline, from whence the west corner common to said Parcel No. 1 of Instrument 3426872 and Parcel No. 1 of Instrument 3444401, monumented by a 1/2-inch rebar with cap marked LS14671

PLATEAU ENGINEERING, INC.

County File Number: _____

202 EAST BIRCH AVE,
FLAGSTAFF, AZ 86001
(928) 556-0311

LEGAL DESCRIPTION

EXHIBIT B-1
Drainage Easement

Leazier: Assessor's Parcel 301-51-009C

Page 2 of 2

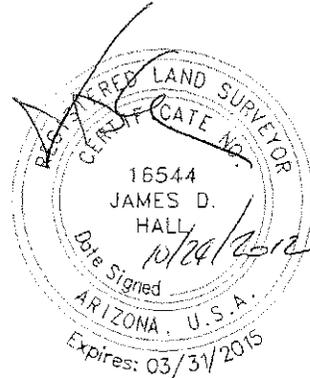
per said Instrument 3444401 and said Book 10, Page 8, lies south 00°12'26" west along said west section line, a distance of 80.45 feet.

The side lines of this 68-foot-wide strip of land shall be lengthened or shortened to begin on the east line of said Parcel 1 of Book 10, Page 8, said line also being the east line of said Parcel No. 1 of Instrument 3426872, and end on the west line of Section 33, said west line also being the west line of said Parcel No. 1 of Instrument 3444401.

Dimensions and monuments shown are record per said Book 10, page 8, Instrument 3426872, and Instrument 3444401, which are consistent.

This parcel contains 27,991 square feet or 0.64 acre, more or less.

For a drawing of this parcel, see the attached *Exhibit B-2*, which is made a part hereof by this reference.



PLATEAU ENGINEERING, INC.

County File Number: _____

202 EAST BIRCH AVE,
FLAGSTAFF, AZ 86001
(928) 556-0311

WHEN RECORDED MAIL TO:

Coconino County Flood Control District
5600 E. Commerce
Flagstaff, Arizona 86004

TEMPORARY CONSTRUCTION EASEMENT
[Exempt Per A.R.S. 11-1134(A)(3)]

For Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, EDWARD LEAZIER and MONICA LEAZIER, husband and wife, as joint tenants with right of survivorship (the "Grantor") the owner of Coconino County Assessor's Parcel Number 301-51-009C, located in Coconino County, Arizona, hereby grants and conveys to COCONINO COUNTY FLOOD CONTROL DISTRICT, a political subdivision of the State of Arizona, organized pursuant to A.R.S. §38-3601 et. Seq., its successors and assigns (the "Grantee"), a Temporary Construction Easement over, under, and upon the following real property of the Grantor more particularly described in Exhibits C-1 and C-2, attached hereto:

See Exhibits C-1 and C-2

This Easement permits the Grantee, its agents and contractors, to enter the Easement area at any time and to do all things necessary, desirable or convenient, in Grantee's sole discretion, to facilitate construction of accompanying improvements being constructed adjacent to the Easement area. This Easement permits the Grantee to store tools, equipment, supplies and stockpiles of materials thereon during construction of the adjacent County project.

Grantor acknowledges that Grantee may remove or alter the natural grade within the Easement area and remove vegetation, improvements and obstructions within the Easement area. The Grantee is also obligated, upon closure of activities, to restore the grade and vegetation and replace any improvements or obstructions once removed, to as near the pre-disturbance condition as the physical characteristics of the Easement area will permit. This provision is enforceable by the Grantor against the Grantee.

This Easement is a non-exclusive Easement and the Grantor may enter and maintain the Easement area but only so long as said entry and conduct therein is not inconsistent with, and does not interfere with, the intent and purpose of the Easement. Grantor shall not erect or place any horizontal or vertical improvement of any kind or nature; no building, structure, pillar, mailbox, sign, pipe, tree, fence, rock, stone, landscape, hardscape, or other improvement in the Easement area; during the period of this Temporary Construction Easement without the prior written approval of the Grantee which may be granted or withheld in Grantee's sole and absolute discretion

This Easement shall become effective upon Recordation and shall expire not later than the ____ day of _____, 20__, or completion, dedication and acceptance of the adjacent project, whichever occurs sooner.

DATED, this ____ day of _____, 20__

EDWARD LEAZIER

State of Arizona)
) ss.
County of Coconino)

This instrument was acknowledged before me this ____ day of _____, 20__, by Edward Leazier who demonstrated by adequate proof that he is the person whose signature appears herein.

ATTEST:

Notary Public

DATED, this ____ day of _____, 20__

MONICA LEAZIER

State of Arizona)
)
County of Coconino)

ss.

This instrument was acknowledged before me this ___ day of _____, 20___, by Monica Leazier who demonstrated by adequate proof that she is the person whose signature appears herein.

ATTEST:

Notary Public

LEGAL DESCRIPTION

Exhibit C-1

Temporary Construction Easement

Leazier: Assessor's parcel 301-51-009C

Page 1 of 2

The following describes a parcel of land in the southwest quarter of the southwest quarter of Section 33, Township 23 North, Range 8 East, Gila and Salt River Meridian, Coconino County, Arizona:

That portion of Parcel No. 1 described in Instrument 3426872, Coconino County Records, lying within a 98-foot-wide strip of land lying 56 feet southerly and southwesterly and 42 feet northerly and northeasterly from the centerline described as follows:

Commencing at the West-West 1/64 corner of Section 33 per Results of Survey recorded in Book 10, Page 8, Coconino County Records, in Township 23 North, Range 8 East, Gila and Salt River Meridian, Coconino County, Arizona;

Thence north 00°09'04" east along the east line of the 30-foot roadway dedication shown on said Results of Survey, a distance of 30.00 feet to the southeast corner of Parcel 1 thereof and the southeast corner of Parcel No. 1 described in Instrument 3426872, Coconino County Records;

Thence continuing north 00°09'04" east along the east line of said Parcel 1 of Book 10, Page 8, said line also being the east line of said Parcel No. 1 of Instrument 3426872, a distance of 147.07 feet to the **Point of Beginning**, from whence the easterly corner common to said Parcel No. 1 of Instrument 3426872 and to Parcel No. 1 described in Instrument 3444401, Coconino County Records, lies north 00°09'04" east along said east line a distance of 161.13 feet, said point being monumented by a 1/2" rebar with cap marked LS14671 per said instrument 3444401 and said Book 10, Page 8;

Thence leaving said east line, north 44°09'05" west a distance of 166.54 feet;

Thence northwesterly along a curve concave southwesterly, with a radius of 200.00 feet and a central angle of 45°49'24", an arc length of 159.95 feet;

Thence north 89°58'29" west a distance of 250.94 feet;

Thence northwesterly along a curve concave northeasterly, with a radius of 222.00 feet and a central angle of 44°01'54", an arc length of 170.61 feet to the west line of said Section 33, to which point a radial line bears south 04°03'24" west, said west line also being the west line of said Parcel No. 1 of Instrument 3444401, and the **Terminus** of this centerline, from whence the west corner common to said Parcel No. 1 of Instrument 3426872 and Parcel No. 1 of Instrument 3444401, monumented by a 1/2-inch rebar with cap marked LS14671 per said Instrument 3444401 and said Book 10, Page 8, lies south 00°12'26" west along said west section line, a distance of 80.45 feet.

PLATEAU ENGINEERING, INC.

County File Number: _____

202 EAST BIRCH AVE,
FLAGSTAFF, AZ 86001
(928) 556-0311

LEGAL DESCRIPTION

Exhibit C-1

Temporary Construction Easement

Leazier: Assessor's parcel 301-51-009C

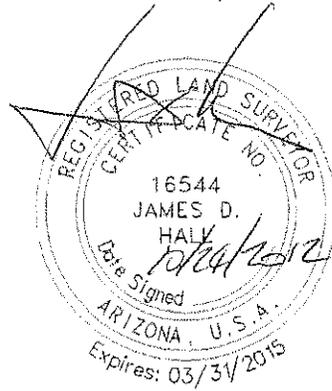
Page 2 of 2

The side lines of this 98-foot-wide strip of land shall be lengthened or shortened to begin on the east line of said Parcel 1 of Book 10, Page 8, said line also being the east line of said Parcel No. 1 of Instrument 3426872, and end on the west line of Section 33, said west line also being the west line of said Parcel No. 1 of Instrument 3444401.

Dimensions and monuments shown are record per said Book 10, page 8, Instrument 3426872, and Instrument 3444401, which are consistent.

This parcel contains 38,493 square feet or 0.88 acre, more or less.

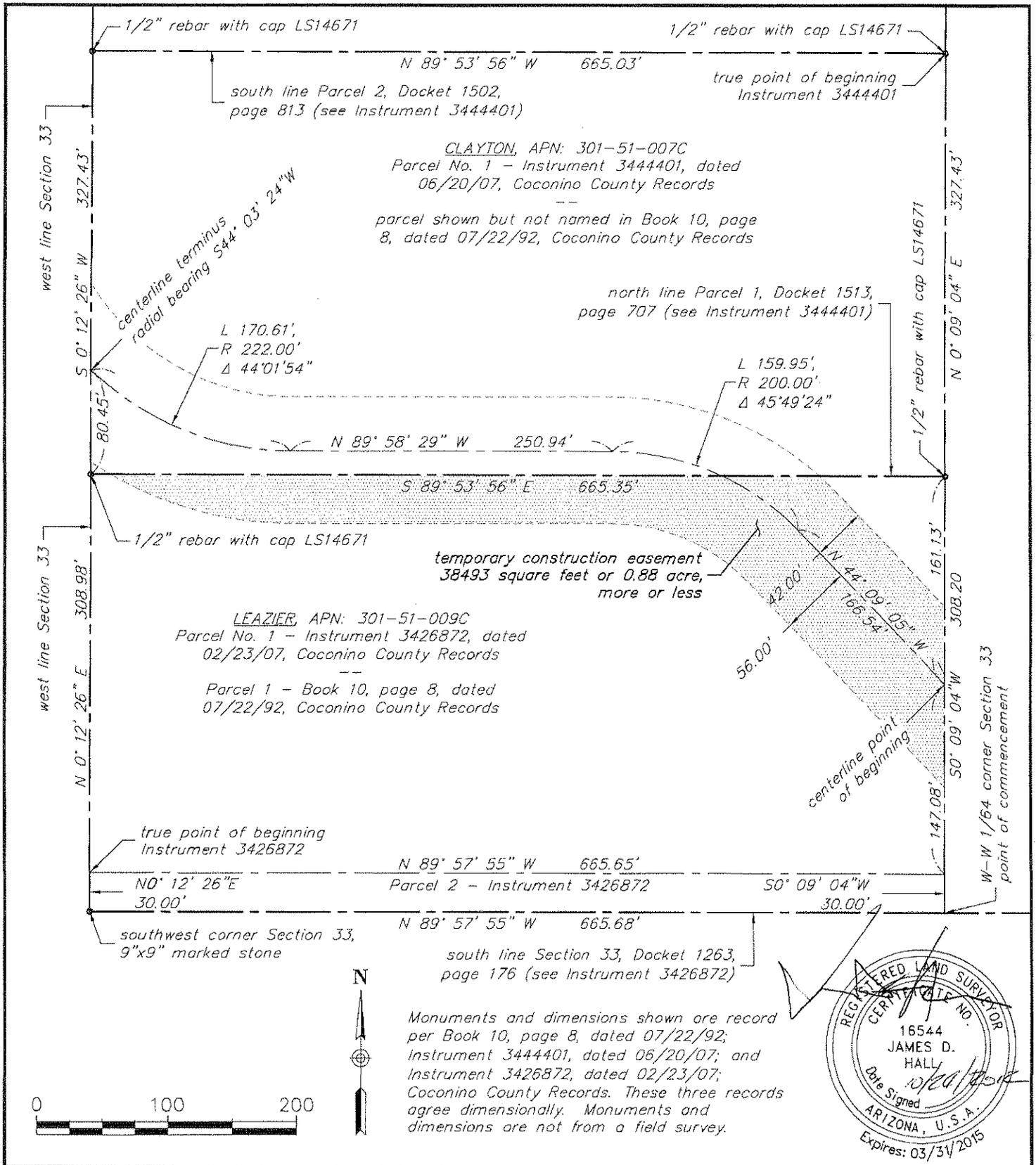
For a drawing of this parcel, see the attached *Exhibit C-2*, which is made a part hereof by this reference.



PLATEAU ENGINEERING, INC.

County File Number: _____

202 EAST BIRCH AVE,
FLAGSTAFF, AZ 86001
(928) 556-0311



Monuments and dimensions shown are record per Book 10, page 8, dated 07/22/92; Instrument 3444401, dated 06/20/07; and Instrument 3426872, dated 02/23/07; Coconino County Records. These three records agree dimensionally. Monuments and dimensions are not from a field survey.

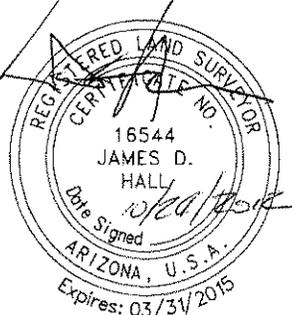


EXHIBIT C-2
LEAZIER (ASSESSOR'S PARCEL 301-51-009C)
TEMPORARY CONSTRUCTION EASEMENT
BRANDIS WAY DRAINAGE IMPROVEMENTS

PLATEAU ENGINEERING CIVIL ENGINEERS AND LAND SURVEYORS 202 EAST BIRCH AVENUE FLAGSTAFF, ARIZONA 86001 (928) 556-0311 fax (928) 213-9614			1 OF 1
JOB NO.	1169	DATE	
DESIGNED BY			
DRAWN BY	BH	10/22/12	
CHECKED BY	BEH	10/23/12	

WHEN RECORDED, MAIL TO:

Coconino County Public Works
5600 E. Commerce
Flagstaff, Arizona 86001

WARRANTY DEED

A portion of Coconino County
Assessor's Parcel No. 301-51-009C

FOR AND IN CONSIDERATION of Ten Dollars, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, EDWARD LEAZIER and MONICA LEAZIER, husband and wife, as joint tenants with right of survivorship, hereinafter GRANTOR, does hereby grant, convey and warrant to COCONINO COUNTY, a political subdivision of the State of Arizona, hereinafter GRANTEE, the fee simple title to that certain real property situated in Coconino County (the 'Subject Property'), more particularly described as:

See Exhibits D & D-1, attached hereto and incorporated herein as if set forth in full

GRANTOR warrants title to the Subject Property, and that the title to the Subject Property is conveyed free and clear of all easements, liens, covenants, conditions, restrictions, obligations and liabilities whatsoever except for those that appear of record on the date of conveyance; and SUBJECT TO current taxes and other assessments, and reservations in patents of record.

DATED, this ____ day of _____, 2012

EDWARD LEAZIER
Grantor

State of Arizona)
)
County of Coconino)
_____)) ss.

ACKNOWLEDGED BEFORE ME, this ____ day of _____, 2012, by Edward Leazier and signed the same having first sufficiently identified himself as set forth above.

Notary Public

DATED, this ____ day of _____, 2012

MONICA LEAZIER
Grantor

State of Arizona)
)
County of Coconino)

)

ss.

ACKNOWLEDGED BEFORE ME, this ____ day of _____, 2012, by Monica Leazier, and signed the same having first sufficiently identified herself as set forth above.

Notary Public

LEGAL DESCRIPTION

EXHIBIT D

Roadway Dedication

Leazier: Parcel Number: 301-51-009-C

Page 1 of 2

The following described real property is situated in Coconino County, Arizona:

The easterly 30 feet of the parcel as shown in Instrument Number 07-3426872, dated February 23, 2007, Records of Coconino County, described as follows:

Parcel No. 1:

A portion of the West half of the Southwest quarter of the Southwest quarter of Section 33, Township 23 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

From the Southwest Section corner of Section 33, said point being a 9" X 9" marked stone;

Thence North 00 degrees 12 minutes 26 seconds East [Basis of Bearing (South Section line of said Section 33): North 89 degrees 57 minutes 55 seconds West (Docket 1263, page 176 (R. C. C.)) along the West Section line of said Section 33, for 30.00 feet to the True Point of Beginning;

Thence continue North 00 degrees 12 minutes 26 seconds East, along said West Section line, for 308.98 feet to a point;

Thence South 89 degrees 53 minutes 56 seconds East for 665.35 feet to a point on the West-West 1/64th line of said Section 33;

Thence South 00 degrees 09 minutes 04 seconds West, along said West-West 1-64th line, for 308.20 feet to a point on the Northerly line of a 30 foot roadway dedication as described in Docket 659, page 89 (R. C. C.);

Thence North 89 degrees 57 minutes 55 seconds West, along said Northerly dedication line, for a distance of 665.65 feet to the True Point of Beginning.

Parcel No. 2:

The South 30 feet of the West half of the Southwest quarter of the Southwest quarter of Section 33, Township 23 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona.

The Roadway Dedication contains 10,147 square feet more or less.

PLATEAU ENGINEERING, INC.

County File Number: _____

**202 EAST BIRCH AVE,
FLAGSTAFF, AZ 86001
(928) 556-0311**

LEGAL DESCRIPTION

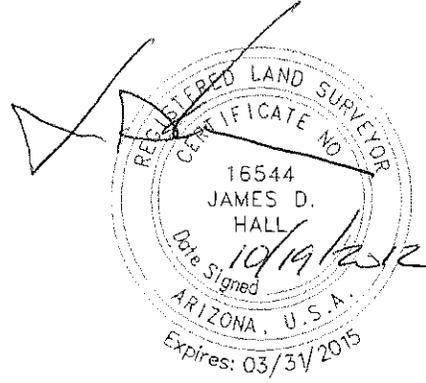
EXHIBIT D

Roadway Dedication

Leazier: Parcel Number: 301-51-009-C

Page 2 of 2

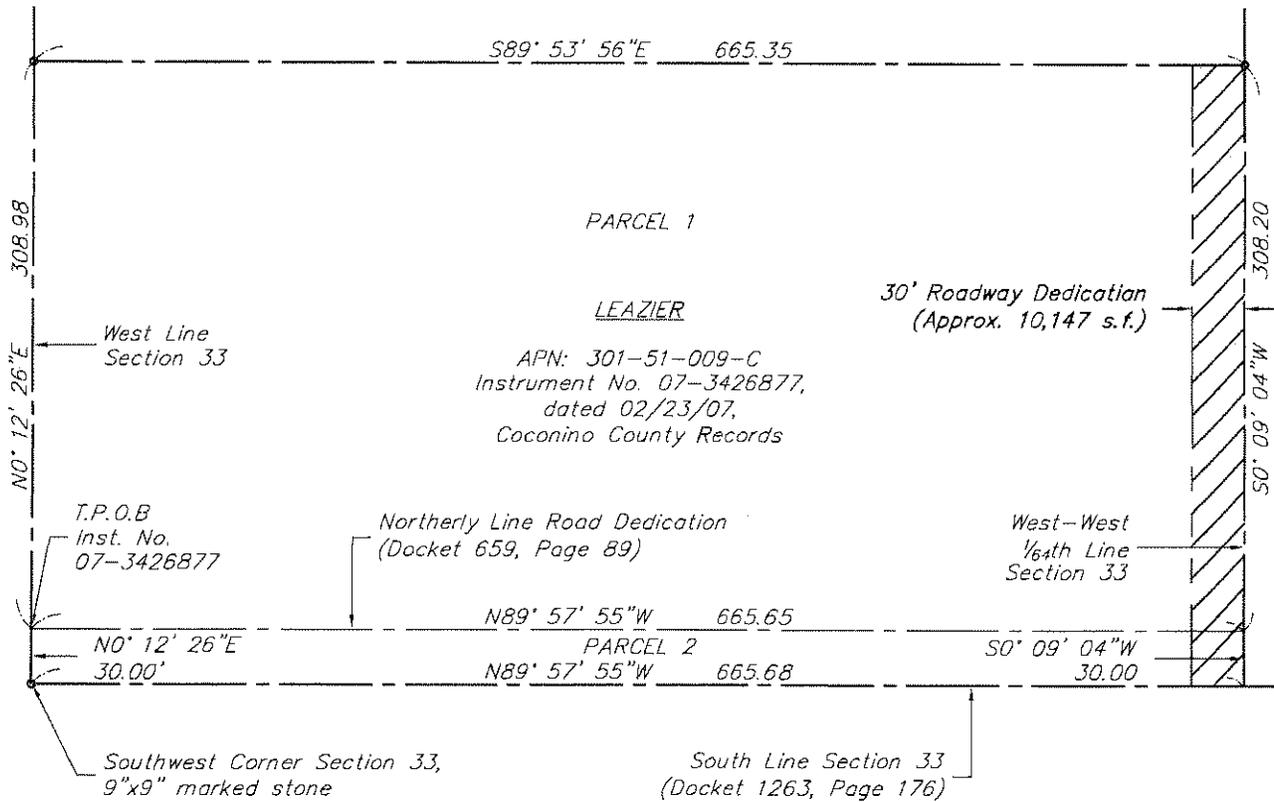
For a drawing of this parcel, see the attached *Exhibit D-1*, which is made a part hereof by this reference.



PLATEAU ENGINEERING, INC.

County File Number: _____

202 EAST BIRCH AVE,
FLAGSTAFF, AZ 86001
(928) 556-0311



W 1/2 of the SW 1/4 of the SW 1/4 Section 33,
 Township 23 North, Range 8 East,
 Gila and Salt River Base and Meridian,
 Coconino County, Arizona

Note: Monuments shown are per record, Instrument No.
 07-3426877, dated 02/23/07, Coconino County Records.
 They are not from a field survey.

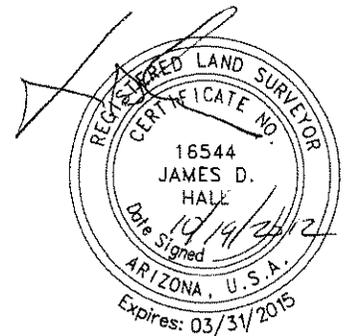
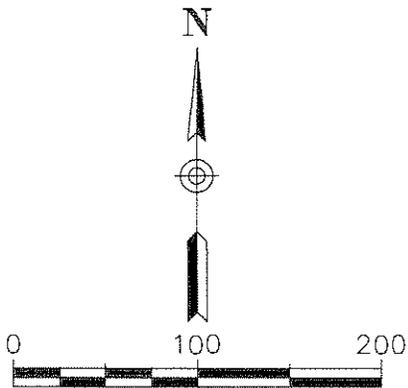


EXHIBIT D-1:

**LEAZIER: PARCEL NO. 301-51-009-C
 ROADWAY DEDICATION
 BRANDIS WAY DRAINAGE IMPROVEMENTS**

PLATEAU ENGINEERING

CIVIL ENGINEERS AND LAND SURVEYORS
 202 EAST BIRCH AVENUE
 FLAGSTAFF, ARIZONA 88001
 (928) 556-0311 fax (928) 213-9614

JOB NO.	1169	DATE	
DESIGNED BY			
DRAWN BY	BH	10/19/12	
CHECKED BY	DH	10/19/12	

1
OF
1



**Waiver of Compensation
for the Schultz Emergency Watershed Protection
Thames/Brandis Corridor Project**

In 2012, you donated a public Permanent Drainage Easement and Right of Way for the citizen-initiated Schultz Emergency Watershed Protection – Thames/Brandis Corridor Project made possible through a Natural Resources Conservation Service grant.

According to federal regulations you can be compensated for such easement and land or receive an appraisal of the donated land as provided for in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

Please sign below with a Notary Public acknowledging that you are waiving compensation for the previously donated easement(s) and land and/or the right to an appraisal of the donated land. Thank you.

Landowners:

Printed name: Edward Leazier

Printed name: Monica Leazier

Signature: _____

Signature: _____

Assessor’s Parcel Number: 301-51-009C

STATE OF ARIZONA)
) ss.
County of Coconino)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Edward Leazier and Monica Leazier, the owners of Coconino County Parcel Number 301-51-009C, personally known to me or proven to me on the basis of satisfactory evidence to be the person whos names are subscribed to the within instrument, and acknowledged that they executed it.

ATTEST:

Notary Public

MARKET ANALYSIS & PROPOSED OFFER WORKSHEET

Project: Schultz Emergency Watershed Protection Thames/Brandis Corridor Project APN: 301-51-009C

Address: 5100 E. BRANDIS WAY Owner: LEAZIER

Corridor Name: BRANDIS Agent: SALAZAR

COMPARABLE MARKET DATA								
Assessor Parcel #	Sale Date	Sales Price Per Unit	GENERAL ADJUSTMENT FEATURES				ADJUSTED UNIT VALUE	
			Size	Zoning	Topography	Location		Other
REFER TO ATTACHED SALES COMPARISON APPROACH WORKSHEET								
							RECOMMENDED LAND UNIT VALUE: <u>\$16,000/ac.</u>	

NOTE: The above sale/listing data was obtained from sources such as Comps of Arizona, TRW/RFDI, Multiple Listing Service, etc. and may not have been independently confirmed. This document shall be accompanied by copies of real estate comparables, maps and all supporting documentation. If using a % of fee, it must be spelled as to why and all pertinent information be attached.

ACQUISITION FROM SUBJECT PROPERTY: Area: 10147 sf
 Type of Interest: ROAD DEDICATION IN FEE
 Highest and best use: unchanged changed (see comments)

COMMENTS: (re: access, shape, location, topography, intensity of use for partial interests, minor improvements/cost-to-cure, etc.)

PROPOSED OFFER: \$ 3754.39 CALCULATIONS: $\frac{\$0.37/sf}{\text{Unit Value}} \times \frac{10147sf}{\text{Area}} \times \frac{100\%}{\% \text{ of Fee}} = \frac{\$3754.39}{\text{Total Land}}$
 Add for minor improvement value or Cost-to-Cure: \$ 0

CONCURRENCE: [Signature] Date: 10/30/12



MARKET ANALYSIS & PROPOSED OFFER WORKSHEET

Project: Schultz Emergency Watershed Protection Thames/Brandis Corridor Project APN: 301-51-009C
 Address: 5100 E. BRANDIS WAY Owner: LEAZIER
 Corridor Name: BRANDIS Agent: SALAZAR

COMPARABLE MARKET DATA								
Assessor Parcel #	Sale Date	Sales Price Per Unit	GENERAL ADJUSTMENT FEATURES					ADJUSTED UNIT VALUE
			Size	Zoning	Topography	Location	Other	
<i>REFER TO ATTACHED SALES COMPARISON APPROACH WORKSHEET</i>								
RECOMMENDED LAND UNIT VALUE:								<u>\$16,000/ac</u>

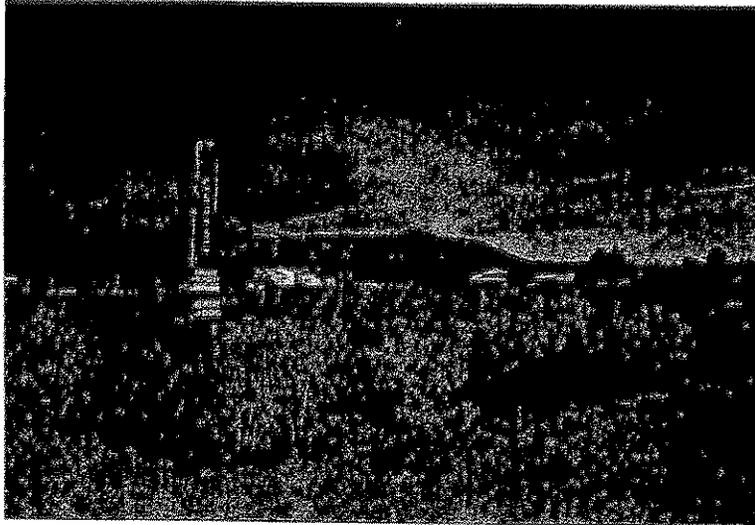
NOTE: The above sale/listing data was obtained from sources such as Comps of Arizona TRW/RFDI, Multiple Listing Service, etc. and may not have been independently confirmed. This document shall be accompanied by copies of real estate comparables, maps and all supporting documentation. If using a % of fee, it must be spelled as to why and all pertinent information be attached.

ACQUISITION FROM SUBJECT PROPERTY: Area: 25070 sf
 Type of Interest: DRAINAGE EASEMENT
 Highest and best use: unchanged changed (see comments)

COMMENTS: (re: access, shape, location, topography, intensity of use for partial interests, minor improvements/cost-to-cure, etc.)

PROPOSED OFFER: \$ 9,275.90 CALCULATIONS: $\frac{\$0.37/sf}{\text{Unit Value}} \times \frac{25070 sf}{\text{Area}} \times \frac{100\%}{\% \text{ of Fee}} = \frac{\$9,275.90}{\text{Total Land}}$
 Add for minor improvement value or Cost-to-Cure: \$ 0
 CONCURRENCE: [Signature] Date: 10/30/12

Leazier



Type: Single-family Residence
 Assessor's Parcel No.: 301-32-009C
 Owner: Edward and Monica Leazier
 Address/Location: 5100 East Brandis Way, Coconino County (Flagstaff), Arizona

Site Data

Site Area: 225,205 ± feet or 5,170 net acre (per Assessor)
 General Plan Designation: Very Low Residential
 Zoning: RS, Single-family Residence
 Traffic Count: Light, unmeasured

Improvement Data

Type: Custom single-family residence
 Size: 2,562 square feet
 Year Built: 1998



Meeting Date: February 5, 2013

DATE: January 9, 2013

TO: Honorable Chairwoman and Members of the Flood Control District Board of Directors

FROM: Andrew L. Bertelsen, Assistant County Manager, Public Works Director

SUBJECT: Schultz Emergency Watershed Protection Technical Assistance Agreement Modification 7 (Project Phase 8)

RECOMMENDATION:

Approve Modification 7 to the existing Emergency Watershed Protection Technical Assistance Agreement between the Coconino County Flood Control District and the Natural Resources Conservation Service for Phase 8 engineering and design work in the Schultz Flood area, in the amount of \$112,532.50, with no direct County funding commitment.

BACKGROUND:

On January 24, 2012 the Natural Resources Conservation Service (NRCS) awarded \$4,344,750 in federal assistance to Coconino County under the Emergency Watershed Protection Program (EWP). These funds were intended to assist in watershed restoration and flood mitigation measures on National Forest, Coconino County and private lands throughout the Schultz Flood area.

In addition to this federal assistance NRCS allocated \$868,950 in technical assistance funding to the County. These funds are available for the purpose of designing the watershed restoration and flood mitigation measures to be constructed using the federal assistance dollars. Since that time, NRCS has allocated additional technical assistance funds to the Schultz EWP project. The total technical assistance funding now available is \$1,525,456.

In February 2012 the Board approved the first Technical Assistance Phase 1 Agreement with NRCS for \$225,000.00 in technical assistance funding. Phase 1 included preliminary design and engineering for measures on National Forest Service, County and private property in all flood corridors.

On May 1, 2012 the Board approved Modification 1 to this Agreement for Phase 2 in the amount of \$66,713.00. Phase 2 included final design and engineering of measures on County and private property in the Brandis Way flood corridor, as well as final design and engineering for several high priority individual headcut treatments.

On May 22, 2012 the Board approved Modifications 2 and 3 to this Agreement for Phases 3 and 4 in the amount of \$245,180.00. Phase 3 included final design and engineering for measures on County and private property in the Copeland flood corridor. Phase 4 included final design and engineering for measures on National Forest Service property in the Brandis and Copeland Corridors.

On August 7, 2012 the Board approved Modifications 4 and 5 to this Agreement for Phases 5 and 6 in the amount of \$114,400.00. Phase 4 included final design and engineering of measures on County and private property and Phase 5 included final design and engineering for measures on National Forest Service property, both within the Wupatki Trails Corridor.

On October 16, 2012 the Board approved Modification 6 to this Agreement for Phase 7 in the amount of \$135,762.00. Phase 7 included several add-work items for the Brandis and Wupatki Trails Corridors; post engineering FLO-2D hydrologic modeling for risk management purposes; and Design Concept Report level engineering of measures within the private property section of the Campbell Avenue Corridor.

This Modification to the original TA Agreement is for \$112,532.50 in additional funding. The Modification includes several additional add-work items for the Brandis and Wupatki Trails Corridors and additional post engineering FLO-2D hydrologic modeling for risk management purposes.

These are all federal funds and there is no direct County funding commitment.

ALTERNATIVES:

1. The Board could choose to approve this Modification, enabling the utilization of additional EWP technical assistance funds for further development and design of watershed restoration and flood mitigation measures in the Schultz Flood area.
2. The Board could choose not to approve this Modification, resulting in the cessation of design work under the EWP program.

FISCAL IMPACT:

These projects are budgeted in Fiscal Year 2013 and no budget adjustment is required.

REVIEWED BY ELECTRONIC ROUTING

ATTACHMENTS:

1. Master Schultz EWP TA Agreement
2. Modification 7 (3 copies for signature)

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number 68-9457-12-508		2. Amendment No. 7	3. Award/Project Period 02/24/2012 - 02/23/2017		4. Type of Award Instrument Cooperative Agreement		
5. Agency: Natural Resources Conservation Service (NRCS) (Name and Address) USDA/NRCS 230 N. 1st Ave., Ste 509 Phoenix, AZ 85003-1733 david.beyman@az.usda.gov 602-285-6351			6. Recipient Organization: (Name and Address) Coconino County Flood Control District 5600 E. Commerce Ave. Flagstaff, AZ 86001 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DUNS: 078425198</td> <td>EIN: 86-6000441</td> </tr> </table>			DUNS: 078425198	EIN: 86-6000441
DUNS: 078425198	EIN: 86-6000441						
7. NRCS Program Contact: Dave Beyman, P.E. 230 N. 1st Ave., Suite 509 Phoenix, AZ 85003-1733 david.beyman@az.usda.gov 602-285-6351		8. NRCS Administrative Contact: William J. Fletcher 230 N. 1st Ave., Ste 509 Phoenix, AZ 85003-1733 william.fletcher@az.usda.gov 602-280-8776		9. Recipient Program Contact: Mike Kearly, P.E. 5600 E. Commerce Ave. Flagstaff, AZ 86004 mkearly@coconino.az.gov 928-679-8352	10. Recipient Administrative Contact: Dustin Woodman 5600 E. Commerce Ave. Flagstaff, AZ 86004 dwoodman@coconino.az.gov 928-679-8306		
11. CFDA Number 10.923	12. Authority <small>American Recovery and Investment Act of 2009, Public Law 111-5, 123 Stat. 117; the Agricultural Credit Act of 1976, Section 403, Public Law 96-234, 33 U.S.C. 7019-1; Section 216 of the Flood Control Act of 1960, Section 216, Public Law 81-516, 33 U.S.C. 701b; Federal Agriculture Improvement Act and Reform Act of 1990, Title III, Part Subtitle H, Section 382, Public Law 104-127, 110 Stat. 1016, 16 U.S.C. 2203</small>		13. Type of Action Modification		14. Project Director		
15. Project Title/Description: Schultz EWP - Technical Assistance Phase 7							
16. Entity Type: <input type="checkbox"/> Profit <input type="checkbox"/> Nonprofit <input type="checkbox"/> Higher Education <input type="checkbox"/> Federal <input checked="" type="checkbox"/> State/Local <input type="checkbox"/> Indian/Native American <input type="checkbox"/> Other							
17. Select Funding Type: <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Non-Federal			18. Accounting and Appropriation Data				
			Financial Code	Amount	Fiscal Year	Treasury Symbol	
Previous Total:	\$787,057.20	\$0.00	12XXEKSPT04000AI5067	\$112,532.50	FY-2012		
Current Total:	\$112,532.50	\$0.00					
Grand Total:	\$899,589.70	\$0.00					
19. APPROVED BUDGET							
Personnel	\$ 0.00	Fringe Benefits	\$ 0.00				
Travel	\$ 0.00	Equipment	\$ 0.00				
Supplies	\$ 0.00	Contractual	\$ 899,589.70				
Construction	\$ 0.00	Other	\$ 0.00				
Total Direct Cost	\$ 899,589.70	Total Indirect Cost	\$ 0.00				
Total Federal Funds Awarded	\$ 899,589.70	Total Non-Federal Funds	\$ 0.00				
Total Approved Budget	\$ 899,589.70						

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative Keisha Tatem State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative Elizabeth Archuleta, Chair Coconino County Flood Control District Board of Directors	Signature	Date

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

The purpose of this modification is to increase the budget for FY-12 deliverables.
 Whereas: The USDA, NRCS and the Coconino County Flood Control District entered into an Agreement dated February 24, 2012, relating to the Shultz Fire Emergency Watershed Program, and;
 Whereas: Congress has appropriated and made administratively available funds to USDA NRCS for the EWP Program;
 Whereas: Adjustments to the budget will allow the Coconino County Flood Control District to start work on Phase 7 of the EWP program
 Therefore:
 Section C. NRCS will: Line item #1 is changed to read:
 Provide one hundred percent (100%) toward the total cost of the cost of the services described in Section A. This cost to NRCS will not exceed \$112,532.50
 The Federal portion of this agreement is increased by \$112,532.50 for a total value of \$899,589.70

All other Terms and Conditions will remain the same.

COCONINO COUNTY FLOOD
CONTROL DISTRICT

ATTEST:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

DEPUTY DISTRICT ATTORNEY

DATE

SCHULTZ EWP
Technical Assistance Phase VIII - Deliverables

TASK		DELIVERABLE
Task 4	FINAL DESIGN	
4.1	Design Management	
JE Fuller	4.1.5 Post Measure Conditions FLO-2D Models (Additional Work)	Technical Report/Deliverables to include: - Additional post-measure analysis of Thames-Brandis Corridor - Meeting attendance and coordination - Additional post-measure analysis of Lenox-Wupatki Trails and Rope Arabian-Campbell/Crestview Corridors
NCD	4.1.6 Oversight of design and planning activities, meeting attendance and printing	Technical Report/Deliverables to include: - Progress memos describing coordination between engineering resources and other subcontractors, between construction contractors, and between Federal, State and Local agencies
	4.3 Final Design of individual Treatment Measures	
NCD	4.3.6 Assist County and NRCS with planning efforts towards design of individual treatment measures	Technical Report/Deliverables to include: - Design surveys and CAD files - Meetings and coordination between NRCS, neighborhood and County
	4.4 Final Design of Watershed Restoration Measures on Private and Coconino County Property	
CivilTec	4.4.5c Lenox - Wupatki Trails Watershed Restoration (Additional Work)	Technical Report/Deliverables to include: - Lot 1 grading and drainage plan - technical memo - Headcut mitigation plan - Property owner easement meetings and exhibits - Weekly project meetings - General project and design management
	4.5 Final Design of Watershed Restoration Measures on Coconino National Forest Property	
NCD	4.5.1c Thames - Brandis Watershed Restoration (Additional Work)	Technical Report/Deliverables to include: - Meetings and coordination with US Forest Service, neighborhood, County and engineering consultants - Coordination with JE Fuller Hydrology and Geomorphology to enhance hydraulic modelling and No Adverse impact analysis - Planning for Special Use Permitting requirements on Forest (fencing plan, weed management plan, other large scale planning and NEPA)
NCD	4.5.3b Rope Arabian - Campbell/Crestview Watershed Restoration (Additional Work)	Technical Report/Deliverables to include: - Meetings and coordination with US Forest Service, neighborhood, County and engineering consultants - Coordination with JE Fuller Hydrology and Geomorphology to enhance hydraulic modelling and No Adverse impact analysis - Forest planning, redesign, FLO-2D analysis, HEC-RAS
NCD	4.5.4b Lenox - Wupatki Trails Watershed Restoration (Additional Work)	Technical Report/Deliverables to include: - Meetings and coordination with US Forest Service, neighborhood, County and engineering consultants - Coordination with JE Fuller Hydrology and Geomorphology to enhance hydraulic modelling and No Adverse impact analysis - Planning for Special Use Permitting requirements on Forest (fencing plan, weed management plan, other large scale planning and NEPA) - Forest planning, redesign, FLO-2D analysis, HEC-RAS - Headcut mitigation plan at US Forest Service boundary

AMOUNT
\$36,000.00
\$11,295.00
\$3,465.50
\$20,900.00
\$15,712.00
\$11,810.00
\$13,350.00
\$112,532.50

Proposal total is \$53,000
 \$36,000 EWP TA
 \$17,000 Flood Control District

\$55,632.50 NCD
 \$20,900.00 CivilTec
 \$36,000.00 JE Fuller

STATE: ARIZONA
 WATERSHED: EWP – Schultz Fire/Flood
 AGREEMENT NO.: 68-9457-12-508

**UNITED STATES DEPARTMENT OF AGRICULTURE
 NATURAL RESOURCES CONSERVATION SERVICE**

COOPERATIVE AGREEMENT FOR SERVICES

THIS AGREEMENT, made this 21 day of Feb., 2012
 by and between Coconino County Flood Control District, hereinafter referred to as the Sponsor/
 Contracting Local Organization (CLO), and the Natural Resources Conservation Service, United
 States Department of Agriculture, hereinafter referred to as NRCS.

WITNESSETH THAT;

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency
 Watershed Protection Program, and Title IV of the Agricultural Credit Act of 1978, Public Law
 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural
 disasters that cause a sudden impairment of a watershed; and

WHEREAS, NRCS and the Sponsor agree to implement emergency watershed protection
 measures to relieve hazards and damages created by the Schultz Fire and subsequent flooding
 from the impaired watershed;

WHEREAS, NRCS has allocated funding under the Emergency Watershed Protection
 Program for projects in the Schultz Flood area and will work with the Sponsor to develop
 multiple agreements allocating funds to both NRCS and the Sponsor in support of these projects;
 and

NOW THEREFORE, in consideration of the promises and of the several promises to be
 faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as
 follows:

A. STATEMENT OF WORK

TASK	DELIVERABLE
CONTRACT ADMINISTRATION Total Estimated Cost: \$50,000 <i>(also includes activities under Master Planning and Preliminary Design)</i>	-Provide quarterly financial accrual reports to NRCS. -Conduct public outreach activities to include a minimum of one mailing and one public meeting targeted for residents in the affected area.

MASTER PLANNING Total Estimated Cost: \$40,000	
Refinements to EWP Action Plan	<u>Supplemental EWP Action Plan:</u> -Document watershed impairments within National Forest, County and private lands. -Assess, evaluate and develop alternative repair measures, and formulate cost estimates. -Complete Section 3, Engineering Cost Estimate, of Damage Survey Report (DSR)
Proposed Neighborhood Measures and Corridor Alignment Analysis	<u>Corridor Alignment and Feasibility Analysis Technical Memorandum to include:</u> - Evaluate and prioritize the corridors for feasibility to address sediment on the U.S. Forest Service property & construct natural channels on private property. Begin communicating this information to property owners to facilitate securing rights-of-way and future understanding of potential projects. - Complete Corridor Prioritization Matrix - Develop conceptual cross-sectional geometry for each corridor both for Forest Service and private property -Develop base maps showing channel alignment overlaid with infrastructure, utilities, fences, septic, buildings, and parcel boundaries based upon existing maps and aerial photography.
Individual Treatment Measures	<u>Individual Treatment Measures Technical Memorandum to include:</u> -Current condition assessment of isolated head cuts and gullies with supportive maps and conceptual drawings/sketches for each. -Initial development of non-structural best management practices.
PRELIMINARY DESIGN Total Estimated Cost: \$135,000	
Design Management	-Weekly Progress Memos - Coordination between engineering resources – meeting highlights will be integrated into Weekly Progress Memos as needed. - Coordination between Federal, State and local agencies; Meeting minutes captured and shared with stakeholder agencies.
Initial Design Surveys	Prepare Strip Topography Maps for the prioritized corridors so that preliminary design can proceed. Products will include a hard copy drawing and AutoCAD file of the survey.

<p>Preliminary Design of Watershed Restoration Measures on Private and Coconino County property</p>	<p><u>Preliminary Design of Measures on Private and Coconino County Property – Technical Memorandum to Include:</u></p> <ul style="list-style-type: none"> -Further technical and cost analysis and documentation of the technical analysis used to create the Corridor Prioritization Matrix. This information will document the technical feasibility of proposed work (or lack thereof). -Development of preliminary maps that depict project areas, area of disturbance and selected activities (conceptual design). -Description of hydrologic refinements to accommodate revisions to watershed boundaries, concentration points (CPs), and adjust for changes in watershed conditions. Design Flows will include Q5yr and Q25yr Return Intervals. -Description of initial hydraulic analysis using XSPRO Modeling for stage discharge relationships for conveyance capacities and hydraulic effectiveness necessary to determine final design requirements. -Description of initial geomorphic analysis to develop stable channel geometry (dimension, pattern, and profile) for each prioritized corridor. This analysis assumes that natural channels are to be used where possible with limited structural stabilization as needed. The cross-section templates will include channel, floodplain, and terraces, and will be assessed to verify their sediment transport. Final alignments will include the natural tendencies of channel meander for the valley and channel type.
<p>Preliminary Design of Watershed Restoration Measures on National Forest property</p>	<p><u>Preliminary Design for National Forest measures – Technical Memorandum to include:</u></p> <ul style="list-style-type: none"> -Development of preliminary maps that depict project areas, areas of disturbance and selected activities. -Description of preliminary hydrologic, hydraulic, and geomorphic analysis of watershed recovery measures. -Engineering assessment of heritage sites and development of mitigation measures for protection, including field coordination with Forest Service representatives to assess and document sensitive areas. -Development of project background, preliminary quantities, and details of alternative site selection process.

B. The Sponsor/Contracting Local Organization (CLO) will:

1. Provide leadership for completion of the planning and engineering services necessary to successfully implement the proposed work described in **Section A.**

2. The Sponsor will be directly responsible for any additional cost(s), above the amount specified herein, associated with and/or incurred to complete the services described in **Section A**.
3. If applicable, complete the attached "Clean Air and Water Certification", and comply with the attached "Clean Air and Water Clause."
4. Appoint a technical and administrative representative and/or liaison who shall have authority to act for and represent the Sponsor during administration of this agreement. List their duties, responsibilities, and authorities and furnish such information in writing to NRCS within seven calendar days of execution of this agreement.
5. Be responsible for all administrative matters necessary to arrange for and carry out the services described in **Section A**. These administrative matters include, but are not limited to, providing necessary facilities, clerical personnel, and legal counsel expenses including fees for attorneys deemed necessary by NRCS to resolve any legal matters.
6. Canvass available engineers and firms (A&E), or those already under contract with the Sponsor, and after consultation and concurrence with NRCS, select the engineers or firms qualified to perform the services described in **Section A**.
7. Prepare an engineering services contract outlining NRCS and Sponsor requirements, scope of services and fees between Sponsor and selected A&E's to complete the services described in **Section A**.
8. Perform procurement and award of an engineering services contract in accordance with applicable Arizona Statutes. Be responsible for all necessary contractual agreements among Sponsor and A&E's to complete the services described in **Section A**.
9. Provide copies of correspondence, papers, and documents relating to negotiation, award, and administration of the contract within seven calendar days after execution of the contract.
10. Determine as the work progresses that it is being performed in accordance with contractual requirements and ensure that all submittals meet NRCS, State and local guidance, standards and requirements; get the written concurrence of NRCS before accepting the work or any part of the work.
11. Include NRCS in the review and comment process for all critical submittals under this agreement or contract with selected A&E firms.
12. Secure written concurrence of NRCS before modifying or terminating the contract and before issuing suspend and resume work orders; modify the contract and issue suspend and resume work orders when recommended by NRCS.
13. Pay the consultant as outlined in the contract. Submit billings for reimbursement to NRCS on Form SF-270, *Request for Advance or Reimbursement*.
14. Copies of the final report, documentation, plans, specifications or deliverables as specified in **Section A** will be provided to NRCS when completed.

15. Dispose of all claims resulting from the contract; secure prior written concurrence of NRCS when NRCS funds are involved. NRCS shall not unreasonably withhold such concurrence.
16. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by it under this agreement or resulting from the work provided for in this agreement.
17. Upon execution of this Agreement, complete SF1199A, Direct Deposit Sign-Up Form. Forward the completed form to USDA-NRCS, 230 N. First Ave., Suite 509, Phoenix, Arizona 85003. If form SF1199A has been submitted to NRCS under a previous agreement, it is not necessary to complete another form unless changing designation of financial institution.
18. Upon execution of this Agreement, obtain a Data Universal Numbering System (DUNS) number as required by the Office of Management and Budget (OMB) by calling 1-866-705-5711, if necessary.
19. Comply with the requirements of the enclosed Attachment A – Special Provisions, Attachment B – Equal Opportunity and Attachment C - Contracting Local Organization Certification.
20. Retain all records dealing with the award and administration of the contract for 3 years from the date of the Sponsor submission of the FINAL Request for Reimbursement or until final audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the end of the 3-year period, the records shall be kept until all issues are resolved, or the end of the regular 3-year period, whichever is later. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.
21. The following individuals are designated as the liaisons between the Sponsor and NRCS.

Technical Contact:

Mike Kearly, P.E.
Assistant County Engineer
5600 E Commerce Ave
Flagstaff, AZ 86004
(928) 679-8352 (office)
(928) 522-4796 (mobile)

Administrative Contact:

Dustin Woodman
Program Manager
5600 E Commerce Ave
Flagstaff, AZ 86004

(928) 679-8306 (office)
(928) 310-8957 (mobile)

1202704 BOC-4115
Obligated to 4/19/12
approved
Ed
4/20/12

C. NRCS will:

1. Provide **one hundred percent (100%)** toward the total cost of the services described in **Section A**. This cost to NRCS is estimated to be \$225,000.00.
2. Not be involved with the contractual administration of this agreement. However, NRCS will provide advice and counsel upon request of the Sponsor.
3. Consult with and advise the Sponsor in selection of engineers or firms (A&E) qualified to perform the services described in **Section A**.
4. Provide technical engineering assistance and review and comment on all critical submittals under this contract. Copies of the review comments will be provided to Sponsor when completed.
5. Provide the services of a Government Representative and/or liaison.
6. Make payment to the Sponsor covering NRCS's share of the cost upon receipt and approval of Form SF-270 withholding the amount of damages sustained by NRCS as provided for in this agreement.
7. The following individuals are designated as the liaisons between the Sponsor and NRCS.

Technical Contact:

Dave Beyman, P.E.
State Conservation Engineer
230 North 1st Avenue, Suite 509
Phoenix, Arizona 85003
602-285-6351 (office)
602-680-9859 (mobile)

Administrative Contact:

Curt Clark
Contracting Officer
230 North 1st Avenue, Suite 509
Phoenix, Arizona 85003
602-280-8804 (office)
602-680-9336 (mobile)

D. It is mutually agreed that:

1. This agreement becomes null and void 90 calendar days after the date NRCS has executed this agreement, if a contract has not been awarded. The end date of this agreement will be 1-year after the effective date.
2. The NRCS may make adjustments in the estimated cost to NRCS set forth in C.1. for performing the engineering services. Such adjustments may increase or decrease the amount of estimated funds which are related to differences between such estimated cost and the amount of the awarded contract or to changes, changed conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustments shall change the cost-sharing assistance to be provided by NRCS as set forth in C.1. nor reduce funds below the amount required to carry out NRCS's share of the contract.
3. The contract for performance of engineering services, described in **Section A**, will not be awarded to the Sponsor or engineers or firms in which any official of such organizations or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such engineer or firm.
4. All reports, maps, drawings, charts, engineering notes, and other data accumulated under this agreement or any resulting contract records will be provided to NRCS upon request.
5. In the event of default, any additional funds required to assure completion of the work will be provided in the same ratio as funds are contributed by the parties under the terms of this agreement. Any excess costs including interest collected from the defaulting contractor will be prorated between the Sponsor and NRCS in the same ratio as funds are contributed under the terms of the agreement.
6. Additional funds including interest required as a result of a decision of the Contracting Officer or a court judgment in favor of the contractor will be provided in the same ratio as funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute any funds under an agreement or commitment made by the Sponsor without the prior concurrence of NRCS
7. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. Prior to termination, NRCS shall give the Sponsor written notice of the failure to comply indicating the specific provisions that are violated and the basis for NRCS's belief that the Sponsor is out of compliance. NRCS shall give the Sponsor a reasonable opportunity to cure. If Sponsor cannot or will not cure, then NRCS is to promptly notify the Sponsor in writing of the failure to cure, the determination of noncompliance, the reasons for the termination, and the effective date of the termination.
8. This agreement may be temporarily suspended by NRCS if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.

9. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in Section C of this agreement.
10. The furnishing of the administrative and technical services by NRCS set out in **Section C.1 through C.5** is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of the Congress to so appropriate.
11. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the United States. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the Sponsor or any member Sponsor. They also shall not assist the Sponsor or any member Sponsor with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with Sponsor, or any member Sponsor, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the Agency.
12. By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

SPONSOR

This action authorized at an official meeting of

The Coconino County Flood Control
District Board of Directors

on the 21 day of Feb, 2012

**COCONINO COUNTY FLOOD
CONTROL DISTRICT BOARD
OF DIRECTORS**

Lena Fowler

Lena Fowler
Chairwoman

ATTEST:

Wendy Escobar

Clerk of the Board

APPROVED AS TO FORM:

Jean Wilcox

Deputy District Attorney

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

By: *Keisha L. Tatem*

Title: State Conservationist

Date: 02/24/2012

Attachments:

- A – Special Provisions
- B – Equal Opportunity
- C – Contracting Local Organization Certification

ATTACHMENT A - SPECIAL PROVISIONS

The cooperator/signatories agrees to comply with the following special provisions which are hereby attached to this agreement, to the extent they are applicable.

I. Drug-Free Workplace.

By signing this agreement, the cooperator is providing the certification set out below. If it is later determined that the cooperator knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFS 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (1) AU direct charge employees; (ii) AD indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirements; consultants or independent contractors not on the grantees' payroll; or employees of sub-recipients or subcontractors in covered workplaces).

Certification:

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about

- (1) The danger of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph 9a) that, as a condition of employment under the grant, the employee will -
- (1) Abide by the terms of the statement; and
 - (2) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;
- (e) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph 9(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted -
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (h) Agencies shall keep the original of all disclosure reports in the official files of the agency.

B. The cooperator may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

II. Certification Regarding Lobbying (7 CFR 3018) (Applicable if this agreement exceeds \$100,000)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the cooperator, 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
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency,, a Member of Congress, an officer or employee of Congress,, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan., or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The cooperator shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants., and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

III. Certification Regarding Debarment. Suspension, and Other Responsibility matters Primary Covered Transactions, (7 CFR 3017)

- (1) The cooperator certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred,, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civil charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal has one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the primary cooperator is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

I. Clean Air and Water Certification

(Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-g(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The cooperator signatory to this agreement certifies as follows:

- (a) Any facility to be utilized in the performance of this proposed agreement is _____, 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 by NRCS, 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 the 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.

Clean Air and Water Clause

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-g(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The cooperator agrees as follows:

- (1) 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 by NRCS.
- (2) 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 by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.
- (3) 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.
- (4) To insert the substance of the provisions of this clause in any nonexempt sub-agreement, including this subparagraph A. (4).

B. 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 I 1 l(c) or section I 1 l(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 a Sponsor, 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.

V. Assurances and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018, 3019, and 3051 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI. Examination of Records

Give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

ATTACHMENT B

- I. EQUAL OPPORTUNITY (NRCS-AS-83)
- II. EQUAL OPPORTUNITY (FEDERAL ASSISTED CONSTRUCTION) (NRCS-AS-83)
- III. NOTICE TO CONTRACTING LOCAL ORGANIZATION OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES
- IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS
- V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES
- VI. CERTIFICATION OF NONSEGREGATED FACILITIES (NRCS-AS-818)
- VII. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

EQUAL OPPORTUNITY

The Contracting Local Organization agrees to incorporate, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is paid for, in whole or in part, with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity (Federally Assisted Construction) clause:

EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The 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 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.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The 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 Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicant for employment.
4. The 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 or Labor.

5. The Contractor will 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.
6. In the event of the 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 contract may be canceled, terminated, or suspended, in whole or in part, and the 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.
7. The 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 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.

The Contracting Local Organization further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, however, that if the Contracting Local Organization so participating is a State or local government, the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Contracting Local Organization agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contracting Local Organization further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive order. In addition, the Contracting Local Organization agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant; refrain from extending any further assistance to the Contracting Local Organization under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contracting Local Organization; and refer the case to the Department of Justice for appropriate legal proceedings.

**NOTICE TO CONTRACTING LOCAL ORGANIZATION OR
REQUIREMENTS FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

- (a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local Organization will itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required, as follows:

NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

- (a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) Contractors receiving federally assisted construction contract 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 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 OR REQUIREMENTS FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

- (a) A Certification of Nonsegregated 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) 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.

NRCS-AS-818
Rev. 4-70
File Code AS-14

CERTIFICATION OF NONSEGREGATED 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 ed. 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 o 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.

Contractor

Signature

Title

Date

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

(EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) 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
 - (iv) 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).
2. Whenever the 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.
3. If the 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 an 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. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or 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 other Contractors or 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.

- 4 The 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 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 Contractor is expected to make substantially uniform progress toward meeting its goals in each craft during the period specified.
- 5 Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. 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 Contractor during the training period, and the 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.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the 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.
- b. 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 Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- c. 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 Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.
- e. 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 Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7.b. above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the 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.

- g. 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.
- h. Disseminate the Contract'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 Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipate doing business.
- i. 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 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 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.
- j. 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 a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. 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.

- m. 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 Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. 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.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are 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 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 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 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 Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The 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 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 Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The 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.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contacts pursuant to Executive Order 11246.
12. The 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 Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The 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.
14. The 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 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.
15. 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).

Attachment C

CONTRACTING LOCAL ORGANIZATION CERTIFICATION

STANDARDS OF CONDUCT

The CLO's officers, employees or agents, shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. The contract or other procurement action shall not be awarded to a sponsor, the CLO, or firms in which any official of such organizations or any member of such official's immediate family, has direct or indirect interest in the recurring profits or contracts of such firms. To the extent permissible by state or local law, rules or regulations, such standards shall provide for penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by either the CLO officers, employees, or agents, or by contractors or their agents.

FINANCIAL MANAGEMENT SYSTEM

The CLO's financial management system meets the requirements specified in Section 510.50 of the National Contracts, Grants, and Cooperative Agreements Manual. Any reference in Section 510.50 to the acronym SCS refers to NRCS. A copy will be provided when requested.

PROCUREMENT

All procurement by the CLO shall be in accordance with OMB Circular A-102. The circular may be downloaded at: <http://www.whitehouse.gov/omb/circulars/index.html>

Contracting Local Organization: _____

Signed by: _____

Title: _____



Meeting Date: **January 15, 2013**

DATE: January 4, 2013

TO: Honorable Chairwoman and Members of the Flood Control District Board of Directors

FROM: Andrew L. Bertelsen, Assistant County Manager, Public Works Director

SUBJECT: **Additional Federal Assistance under the Natural Resources Conservation Service's Emergency Watershed Protection Program**

RECOMMENDATION:

Approve and accept an increase in federal financial assistance and total project costs under the Natural Resources Conservation Service's Emergency Watershed Protection Program from the originally approved amount of \$9,723,333 to \$11,859,669; comprised of \$9,276,116 in federal funding and \$2,583,553 in local matching funds; for watershed restoration and flood mitigation projects in the Schultz Fire and Flood area.

BACKGROUND:

On January 24, 2012 the Natural Resources Conservation Service (NRCS) approved a \$6,661,950 project in Coconino County under the Emergency Watershed Protection Program (EWP) for flood mitigation projects in the Schultz Flood area. This approval obligated \$4,344,750 in federal funds in support of project construction and required a 25% local cost share of \$1,448,250. The approval also made available an additional \$868,950 in federal technical assistance funds to support engineering, design project management and other non-construction costs.

In February, 2012 the Coconino County Flood Control District Board of Directors accepted the initial EWP grant award and approved the use of Flood Control District funding to meet the matching requirement.

The initial EWP grant award also opened a 60 day window to revise and resubmit EWP project proposals to NRCS in the event conditions had changed since the original proposal submission in February 2011. As the County's original EWP proposal only included flood mitigation measures in the residential areas, staff and engineering consultants worked to revise the proposal to include

watershed restoration measures on Forest Service land in the Schultz Fire burn area. The revision increased total project costs to \$9,878,500 and was resubmitted to NRCS for consideration as an additional funding request.

On May 4, 2012 the NRCS approved the revised EWP proposal and approved the increase in total project costs to \$9,878,500. This approval increased the amount of federal funds available for project construction to \$6,442,500, and increased the local matching commitment to \$2,147,500. The approval also increased the amount of technical assistance funds available to \$1,288,500.

On June 5, 2012 the Coconino County Flood Control District Board of Directors accepted the revised EWP grant award and approved the use of Flood Control District funding to meet the revised matching requirement.

In September, 2012 the NRCS informed the County that an additional \$977,500 in EWP funding was available for the Schultz EWP project. On September 18, 2012 the Flood Control District Board of Directors accepted these additional funds, increasing total project costs to \$10,856,000 comprised \$7,080,000 in federal funds and \$2,360,000 in local matching funds for construction, and \$1,416,000 in federal technical assistance funds.

On October 30, 2012 the NRCS again informed Coconino County that additional EWP funds are available for the Schultz EWP project. The additional \$1,003,669 would increase total project costs to \$11,859,669 comprised of \$7,750,660 in federal funds and \$2,583,553 in local match for construction, and \$1,525,456 in federal technical assistance funds.

ALTERNATIVES:

The Board of Directors could choose to approve and accept the increase in total project costs, the amount of federal financial assistance available, and the amount of local match required; facilitating increased development and implementation of disaster mitigation capital projects in the Schultz Fire/Flood area.

The Board of Directors could choose to not approve and accept the increase in total project costs, the amount of federal financial assistance available, and the amount of local match required; thereby limiting the development and implementation of disaster mitigation capital projects in the Schultz Fire/Flood area commensurate with currently approved funding levels.

FISCAL IMPACT:

The proposed increase in federal financial assistance available would also increase the amount of local match required from \$2,360,000 to \$2,583,553; a total of \$223,553. These increased expenditures would be incurred during spring 2014 and, if approved would be included in the FY-14 Flood Control District budget. Therefore no budget amendment would be required for the current fiscal year.

Analysis of the Flood Control District 10-year plan demonstrates that capacity exists within the District's FY-14 budget to support the additional matching commitment, while also supporting the continued development of non-Schultz flood control capital projects. Evaluation, development and refinement of non-Schultz flood control projects is currently underway and is expected to continue during FY-14. It is anticipated that implementation of these important non-Schultz capital projects will resume during FY-15 as implementation of Schultz capital projects is completed.

REVIEWED BY ELECTRONIC ROUTING

ATTACHMENTS:

1. NRCS Schultz EWP 220 Day Extension and Additional Funding Award Letter
10/30/2012



Natural Resources Conservation Service
U.S. Courthouse – Federal Building
230 N. First Avenue, Suite 509
Phoenix, Arizona 85003-1733
(602) 280-8801

OCT 30 2012

Mr. Carl Taylor
Chairman – Board of Supervisors
Coconino County Flood Control District
219 East Cherry Avenue
Flagstaff, Arizona 86001

Dear Supervisors:

In response to Mike Townsend's July 26, 2012, correspondence requesting an extension of the regulatory 220-day timeline and in accordance with the National Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) policy (Title 390, Parts 512.13 and 510.4), the NRCS Deputy Chief for Science and Technology has granted an additional 220-day performance time extension for the Schultz Fire and Flood EWP Project. Please note that agency policy requires that extensions only be granted at 220-day intervals. The performance time extension will be effective October 31, 2012, and extends the project completion date to June 7, 2013. If significant, measurable progress and defined corridor milestones have been met during this extension period, the County may request an additional 220-day extension per EWP policy. Please refer to the attached performance schedule for further documentation and clarification.

We are also pleased to announce that additional Financial (FA) and Technical (TA) Assistance funding has been approved for the Schultz Fire and Flood EWP project. An additional \$1,308,160 has been allocated for implementation (FA), bringing the total NRCS contribution to \$7,750,660. With the addition of these funds, the projected overall **total project cost** is increased to \$10,334,213, with an estimated \$2,583,553 local contribution. Similarly, an additional \$236,956 is allocated for planning, design, and construction quality assurance (TA) costs, increasing the NRCS contribution to \$1,525,456. As we move forward, it will be essential that we continue to work together to ensure that this funding is equitably distributed among ALL identified watershed and/or corridors and that implementation costs remain in line with estimated project benefits. If the County or NRCS determines that any corridor or watershed is not viable (lack of public support, inflated construction costs, etc.) and full-scale watershed restoration and protection measures will not be installed, then the estimated benefits and associated FA and TA funding with those identified areas must be removed from the overall project.

Helping People Help the Land

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Mr. Carl Taylor
Page 2

Should you have any questions on this matter or wish to discuss it in further detail, please feel free to contact Dave Beyman, State Conservation Engineer, at 602-285-6351 or via email david.beyman@az.usda.gov, or myself at 602-280-8808. If you require communication with any of our headquarters staff, please coordinate this through Dave and we will set up a teleconference with the appropriate participants. We look forward to our continued partnership and commitment to provide long-term flood protection to the residents and constituents of Coconino County.

Sincerely,



KEISHA L. TATEM
State Conservationist

Attachment

cc:

Elizabeth Archuleta, County Supervisor, Coconino County, Flagstaff, Arizona
Mandy Metzger, County Supervisor, Coconino County, Flagstaff, Arizona
Mike Townsend, Interim County Manager, Coconino County, Flagstaff, Arizona
Lucinda Andreani, Deputy Director Public Works, Coconino County, Flagstaff, Arizona
Dustin Woodman, Program Manager, Coconino County, Flagstaff, Arizona
Astor Boozer, Regional Conservationist – West, USDA-NRCS, Washington, D.C.
C. Wayne Honeycutt, Deputy Chief for Science and Technology, USDA-NRCS, Washington, D.C.
Noller Herbert, Director – Conservation Engineering Division, USDA-NRCS, Washington, D.C.
Ildefonso Chavez, Jr., Team Leader – Watershed Programs, USDA-NRCS, Washington, D.C.
Fred Reaves, National EWP Program Manager, USDA-NRCS, Washington, D.C.
Shawn Anderson, EWP Program Specialist, USDA-NRCS, Washington, D.C.
Dave Beyman, State Conservation Engineer, USDA-NRCS, Phoenix, Arizona
Ray Dotson, ASTC-Field Operations, Area 1, USDA-NRCS, Flagstaff, Arizona
Kresta Faaborg, District Conservationist, USDA-NRCS, Flagstaff, Arizona

Schultz Flood Watershed Restoration and Flood Mitigation

Emergency Watershed Protection Program (EWP)

Estimated Work Schedule - 10/26/12

Flood Corridor Name	Conduct Preliminary Design	Host First Corridor Meeting	Secure Rights of Entry	Conduct Final Design (Forest and Private/County Property)	Host Second Corridor Meeting	Secure Drainage Easements	Obtain NRCS, USFS and County BOS Approvals and Construct Corridor Measures
Individual Headcut Treatments	Complete February - March, 2012	Complete June, 2012	Complete June, 2012	Complete June, 2012	N/A	Complete June, 2012	Complete July 2012 (remaining treatments will be completed as part of other corridor treatments)
Brandis/Thames	Complete February - March, 2012	Complete March - May, 2012	Complete April, 2012	Projected January, 2013	Complete October, 2012	Projected November - December, 2012	Projected April - June, 2013
Wupatki Trails/Lenox	Complete February - March, 2012	Complete March - May, 2012	Complete May, 2012	Projected January, 2013	Projected November, 2012	Projected November - December, 2012	Projected April - June, 2013
Campbell/Rope Arabian	Complete February - March, 2012	Complete March - May, 2012	Complete July, 2012	Projected February, 2013	Projected November, 2012	Projected November - December, 2012	Projected April - June, 2013
Copeland	Complete February - March, 2012	Complete March - May, 2012	Complete May, 2012	Projected February, 2013	Projected November, 2012	Projected January-February, 2013	Projected April - June, 2013 or September - November, 2014
North Copeland/Copeland	Complete February - March, 2012	Complete March - May, 2012	Projected February, 2013	Projected March, 2013	Projected March, 2013	Projected March-April, 2013	Projected September - November, 2013
Glodia	Complete February - March, 2012	Complete March - May, 2012	Projected February, 2013	Projected March, 2013	Projected March, 2013	Projected March-April, 2013	Projected September - November, 2013
Crestview/Rope Arabian	Complete February - March, 2012	Complete March - May, 2012	Projected February, 2013	Projected April, 2013	Projected March, 2013	Projected March-April, 2013	Projected September - November, 2013 or April - June 2014
Peaceful Way	Complete February - March, 2012	Complete March - May, 2012	Projected June, 2013	Projected June, 2013	Projected May, 2013	Projected May-June, 2013	Projected April - June, 2014
Paintbrush North/Siesta-Paintbrush	Complete February - March, 2012	Complete March - May, 2012	Projected June, 2013	Projected July, 2013	Projected May, 2013	Projected May-June, 2013	Projected April - June, 2014
Paintbrush South/Paintbrush-Siesta	Complete February - March, 2012	Complete March - May, 2012	Projected June, 2013	Projected August, 2013	Projected May, 2013	Projected May-June, 2013	Projected April - June, 2014



Meeting Date: February 5, 2013

DATE: January 14, 2013

TO: Honorable Chair and Members of the Board

FROM: Kimbal Babcock, Chief Health Officer – HEALTH DISTRICT

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

RECOMMENDATION: Staff recommends that the Coconino County Public Health Services District, Board of Directors accept the funding received from the Arizona Companion Animal Spay / Neuter Committee for the period of October 17, 2012 to August 15, 2013 in the amount of \$8,000 for domestic dogs and cats and \$2000 for feral cats.

BACKGROUND: For over 11 years, Animal Management has provided a \$30 voucher funded from dog license revenues to assist dog and cat owners with the cost to spay or neuter their pets and help control the pet population in Coconino County.

This grant will help fund spay and neuter services for low income County pet owners to allow them to spay or neuter their pets. This grant will also provide additional funding targeting the feral cat population within Coconino County.

ALTERNATIVES: The Board of Directors can elect to not receive this grant funding which may result in fewer pets receiving spay and neuter services.

FISCAL IMPACT: The revenue received from this grant will be placed in the FY 13 and FY14 accounts and expenses will be tracked using expenditure codes 1331-31-3040-349-20-562-50-6073 (domestic dogs and cats) and 1331-31-3040-350-20-562-50-6073 for feral cats. Animal Management will attempt to use all revenue received to support spay and neuter services to our residents. Copies of the sliding fee schedule and policy for processing applications approved by the board in 2010 are also provided.

REVIEWED BY ELECTRONIC ROUTING:

ATTACHMENT: Award of grant, spay neuter policy & sliding fee schedule

Sliding Fee Scale based on Family Income

Family size	0-100%	101 - 125%	126 - 150%	151 - 175%	176 - 200%	201 - 225%	225 - 250%	> 250%
1	\$13,530	\$13,531 - 16,913	\$16,914 - 21,143	\$21,144 - 26,430	\$26,431 - 33,039	\$33,040 - 41,300	\$41,301 - 51,626	\$51,627+
2	\$18,210	\$18,211 - 22,763	\$22,764 - 28,456	\$28,457 - 35,571	\$35,572 - 44,465	\$44,466 - 55,583	\$55,584 - 69,480	\$69,481+
3	\$22,890	\$22,891 - 28,613	\$28,614 - 35,768	\$35,769 - 44,711	\$44,712 - 55,890	\$55,891 - 69,864	\$69,865 - 87,331	\$87,332+
4	\$27,570	\$27,571 - 34,463	\$34,464 - 43,079	\$43,080 - 53,850	\$53,851 - 67,314	\$67,315 - 84,144	\$84,145 - 105,181	\$105,182+
5	\$32,250	\$32,251 - 40,313	\$40,314 - 50,393	\$50,394 - 62,993	\$62,994 - 78,743	\$78,744 - 98,430	\$98,431 - 123,039	\$123,040+
6	\$36,930	\$36,931 - 46,163	\$46,164 - 57,705	\$57,706 - 72,113	\$72,114 - 90,143	\$90,144 - 112,680	\$112,681 - 140,851	\$140,852+
7	\$41,610	\$41,611 - 52,013	\$52,014 - 65,018	\$65,019 - 81,274	\$81,415 - 101,769	\$101,770 - 127,213	\$127,214 - 159,018	\$159,019+
8	\$46,290	\$46,291 - 57,863	\$57,864 - 72,330	\$72,331 - 90,414	\$90,415 - 113,019	\$113,020 - 141,275	\$141,276 - 176,595	\$176,596+

	Minimum Requested	1 - 150%	151 - 200%	201 - 250%	> 250%
Dog Spayed Female	\$5	\$22	\$33	\$44	\$55
Dog Neutered Male	\$5	\$20	\$30	\$40	\$50
Cat Spayed Female	\$5	\$16	\$24	\$32	\$40
Cat Neutered Male	\$5	\$10	\$15	\$20	\$25

NO ONE WILL BE DENIED SERVICES BASED ON INABILITY TO PAY

Subject: PROCESSING SPAY/NEUTERING APPLICATION	Policy #: 33
Program: AM	Effective Date: 8/1/2009
Program Manager's signature:	
Department Director's signature	
Replaces Policy:	Review Date:
REFERENCES:	

Processing a Spay/Neuter Grant Application

Applicant needs to complete a spay/neuter grant application for each dog or cat. This can be done over the phone by the Animal Management Supervisor or in person. The Animal Management Supervisor or Senior Manager will process the application and determine the amount of assistance the program can provide per the sliding scale.

Applicant unable to pay the sliding fee based amount will be encouraged to pay the minimum of \$25.00 for each service however no applicant will be denied assistance on their inability to pay.

Applicant will schedule the appointment at the designated veterinary clinic and inform the Animal Management Supervisor of that appointment. At that time the Animal Management Supervisor will fill out the spay/neuter voucher. The voucher will be dropped off at the veterinary clinic the day before the surgery.

The Animal Management Supervisor is responsible for all record keeping and reports related to the spay/neuter grant.

ARIZONA COMPANION ANIMAL SPAY/NEUTER COMMITTEE
P O BOX 6772
PHOENIX, AZ 85005

October 15, 2012

Sabrina Kelley
Coconino County Public Health Services District - Animal Management Program
2500 N Fort Valley Rd Bldg 1
Flagstaff, AZ 86001

Dear Humane Agency:

The Arizona Companion Animal Spay/Neuter Committee has reviewed all grant applications. Thirty-four (34) agencies and organizations will benefit from the \$261,500 disbursed for the 2012-2013 Grant period. You have been selected to receive grant funds restricted to increasing spay and neuter efforts in your community in the amount of \$8,000 for the Public program. **These funds must be used for spay/neuter surgeries only.**

These grant funds were made available from the support and sales of the Arizona Companion Animal Spay and Neuter Pet Friendly License Plates. As such, we ask you to promote the Spay and Neuter License Plates through newsletters, websites, and media events. We encourage you and your staff to purchase the plates for your vehicles, too.

The first report of grant expenditures must be post-marked no later than May 30, 2013 or within thirty (30) days of full expenditure, whichever comes first. All funds must be expended by August 15, 2013. A final follow up report must be post-marked by August 15, 2013 and all unspent grant dollars must be returned with your final report.

When reporting, please include copies of your license plate promotional materials and a copy of your voucher/coupon, if any. Also include your detailed expense and animal data reports separating the Spay and Neuter Pet Friendly License Plate Grants funds from additional funds and activities (co-pays, agency funded, donor funded). A reporting worksheet is enclosed for your convenience.

The Arizona Companion Animal Spay/Neuter Committee will be placing your contact person information on the AZPETPLATES.ORG web site as agreed at the time of application. The information you provided on your application will be used unless you prefer to provide us with a different contact person. Your organization/agency name, website address, street address, contact person name, telephone number, and email address may be posted to the site the first week of January. Please send any updates to kdickey@mail.maricopa.gov no later than December 1, 2012.

Congratulations on your award!

Sincerely,



Rodrigo Silva, Chair
Arizona Companion Animal Spay/Neuter Committee

Enclosure (1)



Meeting Date: February 5, 2013

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 (30th) 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.

FTCA DEEMING NOTICE NO.:
1-F0000059-12-01

GRANT NUMBER:
H80CS00651



North Country HealthCare, Inc.
2920 N 4TH ST, P.O. BOX 3620
FLAGSTAFF, AZ 86004-1816

Dear Ann Roggenbuck:

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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.



Meeting Date: February 5, 2013

DATE: January 2, 2013
TO: Honorable Chair and Members of the Board
FROM: Kimbal Babcock, Interim Chief Health Officer
SUBJECT: Arizona Family Health Partnership Contract for Calendar Year 2013.

RECOMMENDATION:

Staff recommends that the Board of Directors approves the Contract between the Coconino County Public Health Services District (PHSD) and the Arizona Family Health Partnership (AFHP) in the amount of \$139,500 for the period of December 31, 2012 to December 30, 2013.

BACKGROUND:

This Contract allows for the continuation of reproductive health services, including physical examinations, pregnancy testing and counseling; screening, treatment and counseling for sexually transmitted disease; HIV testing and counseling; laboratory testing, as indicated; education; and, provision of a wide range of contraceptive options.

The 2013 the reimbursement rate will be \$93 per unduplicated client clinic visit. We anticipate reaching our quota of 1,500 unduplicated visits, thus receiving the full \$139,500 for the year.

ALTERNATIVES:

The Board of Directors could choose to not approve the Contract. Preventing unplanned pregnancies is an important public health function. This grant supplements the PHSD reproductive health services. The cost for low or free services to persons who live under 150% of the Federal Poverty Level would revert back to PHSD or result in a significant barrier to clients seeking services.

FISCAL IMPACT:

This is a recurring grant and was anticipated during the FY13 budget development. Therefore the budget will not need to be adjusted. The cost center is 1327-31-3030-000-20-56-2.

REVIEWED BY ELECTRONIC ROUTING

ATTACHMENTS:

AFHP Calendar Year 2013 Contract

**ARIZONA FAMILY HEALTH PARTNERSHIP
FAMILY PLANNING PROGRAM CONTRACT**

This ARIZONA FAMILY HEALTH PARTNERSHIP FAMILY PLANNING PROGRAM CONTRACT (the "Contract") is entered into by and between the Arizona Family Health Partnership, an Arizona not-for-profit corporation (the "Partnership"), 3101 N Central Avenue, Suite 1120, Phoenix, Arizona, 85012, and **Coconino County**, for and on behalf of **Coconino County Public Health Services District**, a ("Contractor") who hereby contracts with the Partnership to provide family planning services funded by monies disbursed to Contractor by the Partnership from monies granted to the Partnership by the United States Department of Health and Human Services ("DHHS") under Section 1001 of the Public Health Service Act, 42 U.S.C. 300. To enable persons who want to obtain family planning care to have access to such services, Congress enacted the Family Planning Services and Population Research Act of 1970 (Public Law 91-572), which added Title X, "Population Research and Voluntary Family Planning Programs" to the Public Health Service Act. Section 1001 of the Act (as amended) authorizes grants "to assist in the establishment and operation of voluntary family planning projects which shall offer a broad range of acceptable and effective family planning methods and services (including natural family planning methods, infertility services, and services for adolescents)." The mission of Title X is to provide individuals the information and means to exercise personal choice in determining the number and spacing of their children.

The Partnership and the Contractor hereby agree to the following terms and conditions:

- I. PERIOD. The Contract shall begin as of December 31, 2012 and shall terminate December 30, 2013 ("Term").

- II. STATEMENT OF WORK. The Contractor shall perform the functions and services identified in Attachment 1 ("Services"), attached hereto and incorporated herein, during the Term. The provision by Contractor of the Services shall be done in strict compliance with DHHS Title X Regulations in Attachment 10 ("Title X Regulations"), Program Guidelines, the Partnership's Title X Program Standards Manual ("Manual"), and other regulations as applicable. Services shall be provided in strict compliance with Contractor's Client Data Projections for the Term as described in Attachment 2 ("Client Data Forms") and "Contractor Service Site Information" (Attachment 6), both attached hereto and incorporated herein. Comprehensive family planning services provided

as part of the Services shall include the process of establishing objectives for the number and spacing of children and the means by which this may be achieved.

- III. MINIMUM STANDARDS. Contractor shall provide for the following:
Title X comprehensive family planning services provided to **1,500** unduplicated clients.

- IV. DEBARMENT. The Contractor certifies to the best of their knowledge and belief that their employees and sub-contractors are not presently and will not be debarred, suspended, proposed for debarment or declared ineligible for the award of subcontracts, by any U.S. Government agency, in accordance with federal regulations (53 Fed. Reg. 19161-19211) or has been so within the preceding three-year period.

- V. LOBBYING. As a Contractor receiving federal funds for contracted work, the Contractor may only use Partnership funds to complete the scope of work outlined and may not use Partnership funds for the purposes of lobbying (as defined by The Anti-Lobbying Act, 18 U.S.C. §1913 and anti-lobbying and lobbying disclosure restrictions imposed by 31 U.S.C. §1352).

- VI. CONFLICT OF INTEREST. The Contractor agrees that they shall refrain from using any “inside” or proprietary information regarding the activities of the Partnership and its affiliates for personal benefit, benefit to immediate family, or benefit to any entity in which he holds a significant financial or other interest.

- VII. EQUAL OPPORTUNITY. The Partnership is an Equal Employment Opportunity employer and accordingly requires the same of all contractors. The Contractor agrees to abide by the requirements of 41 C.F.R. § 60-1.4(a), 60-250.5, 60-300.5(a), 60-741.5(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable.

- VIII. SPECIAL CONDITIONS OF FUNDING AGENCY. The Contractor is required to abide by any special conditions imposed by the funding agency. The Partnership will provide The Contractor with these special conditions at the outset of the project or as they arise during the contract period.

IX. ASSURANCES. Contractor represents and warrants that it will comply with:

- 1) The intent of the Title X Family Planning Program, in that clients served must be in need of the Services. Sterilization is not funded under this Contract.
- 2) Title X Assurances including, without limitation, the rules and regulations contained in the Code of Federal Regulation (CFR) 45 Part 74.
- 3) The executed copies of the assurances and certifications as filed in the Partnership Title X Grant Application, a copy of which is attached hereto (Attachment 9).
- 4) The standards established in the current Manual.
- 5) Subpart A, Part 59, of the Title X Rules and Regulations, Sections 59.2, 59.5, 59.6, 59.9, 59.10, and 59.11, and any other DHHS rule or regulation governing the provision of the Services or the performance of the Contractor under this Contract.
- 6) Program Guidelines and Program Instruction Series for Family Planning Services issued by the Office of Family Planning in the HHS Office of Population Affairs.
- 7) Program income and Contractor match are thoroughly defined in OMB Circular A-110. Program income means gross income earned by Contractor that is directly generated by providing Services, such as client fees, or earned as a result of the Contract (such as interest). Client donations must be spent to support the family planning program. The Contractor match, also known as "Cost Sharing", means the portion of project or program costs not borne by the Federal Government.

X. CONSIDERATION. The Partnership-approved Contractor's total 2013 Contractor Family Planning Program Budget ("Budget"), which includes all revenues and expenses for Title X-funded site(s) is attached hereto and incorporated as Attachment 3. If the Partnership has contracted with Contractor for HIV counseling and testing services, "HIV Statement of Work" (Attachment 5B), the 2013 Contractor Family Planning Program Budget includes Title X and HIV budgets.

Additional conditions include the following:

- 1) Indirect costs shall not exceed 15% of the total program direct costs.

- 2) Partnership agrees to disburse monies in the total amount of **\$139,500** during the Term (“Compensation”). Compensation shall be disbursed incrementally commensurate with even distribution of funds throughout the course of the Term (i.e., with proper documentation of expenses, Partnership will reimburse in no more than **1/12** increments for the Term month to date).
- 3) Compensation shall be altered based on conditions contained in Attachment 4, “Performance Compensation”, attached hereto and incorporated herein.

Disbursement of Compensation is contingent upon all of the following:

- 1) Partnership's receipt of monies from DHHS in the amount specified in the Notice of Grant Award for the applicable funding period;
- 2) Partnership's sole determination of satisfactory Contractor performance of the Contract including all statements of work, under the terms of a fully-executed Contract;
- 3) Partnership shall inform Contractor within three working days of any notice received by it from DHHS of any intent by DHHS to reduce the amount of available funds;
- 4) Partnership's receipt of the “AFHP Request for Title X Contract Funds Form” (Attachment 11) from the Contractor on a monthly or quarterly basis;
- 5) Timely submission to Partnership by Contractor of financial, encounter and statistical reports required by the Manual;
- 6) Contractor agrees to provide cost sharing funds in the amount of **\$294,586**. Contractor will identify and submit in writing to Partnership the source and allocation of said funds in the Contractor's Budget (Attachment 3);
- 7) Contractor agrees to submit a list of any subcontractors and/or independent consultants providing Title X-covered services to be incorporated when provided by Contractor within 30 days of the execution of this Contract or the subsequent engagement of any subcontractor(s) and/or independent consultant(s). Contractor will submit a copy of subcontractor or consultant agreements pertinent to this Contract within 30 days of their execution (Attachment 7). Contractor shall ensure that all subcontractors and/or

consultants are insured, as required herein, and comply with all applicable Title X regulations and guidelines;

- 8) All family planning program-related income received by Contractor is committed to the family planning program and requires Partnership's expenditure approval in the Budget or by subsequent budget modification. In accepting this Contract, Contractor stipulates that the Contract and any activities thereunder are subject to all provisions of 42 CFR Part 59 and OMB Circular A-110 currently in effect or implemented during the period of the Contract.

XI. RECORDS, ACCOUNTS AND AUDITS. Contractor shall maintain records and accounts, including property, personnel and financial records in such form, format and content as to comply with the provisions of 45 CFR Part 74. Records for funds disbursed and Services rendered under this Contract and related program income shall be available for review and examination by the Partnership and DHHS. These records shall be made available for examination during normal business hours and shall be retained at Contractor's location for the time periods specified in 45 CFR Part 42 with the exception of patient medical records which must be retained for at least seven years. Records for nonexpendable personal property must be retained for three years after final disposition. Contractor will provide Partnership with a copy of its independent audit as follows:

- 1) Audits will be in compliance with the General Accounting Office (GAO) standards.
- 2) Non-governmental recipients shall provide an annual audit, conducted in accordance with OMB Circular No. A-133, amended 6/26/2007.
- 3) Contractor's financial statements and auditors' reports will be provided by Contractor to Partnership within 30 days of approval of reports, but in no case later than nine months following the Contractor's fiscal year-end. The audit package submitted to Partnership must contain all financial statements, footnotes, schedule of federal financial assistance, auditor's opinion on the financial statements and schedule, all reports on internal controls and compliance, a copy of the management letter from the Contractor's audit firm, and a copy of any responses to the management letter or findings.

- 4) Contractor must inform Partnership in a timely manner of Contractor's response to the audit recommendations so the Partnership can exercise its responsibilities. This written documentation will include plans for future action, as well as explanations of refutations. The findings and recommendations in Contractor audits will be reviewed as part of the Partnership's independent audit, to determine the responsiveness of Contractor actions.
- 5) For Contractors required to complete a Single Audit, expended Title X funds should be reported on the Schedule of Expenditures of Federal Awards (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number 93.217.

If any litigation, claim, negotiation, audit or other action involving Contractor's records has commenced relating to the Services within four years of the Term, Contractor shall notify Partnership within 30 days of such action and Contractor shall retain any records until the completion of such action and the resolution of all issues arising from or relating to such action, or four years after the end of the Term, whichever is later.

XII. REPORTING REQUIREMENTS. Financial reports for each Title X clinic site and special project will be submitted to the Partnership by the Contractor for the following periods and by the following due dates:

- A. Contractor is responsible to ensure that clean and complete encounter data is received by Partnership no less frequently than on a monthly basis and is due no later than 15 days after the end of each month. Encounter data elements and format are described in the Partnership's Data Manual, Submission Guidelines and Codebook.
- B. Contractor will submit to Partnership financial reports and any special project report(s) for the following periods and by the following due dates:

Financial Reporting Period	Due Date
January 1 – March 31, 2013	April 30, 2013
April 1 – June 30, 2013	August 31, 2013
July 1 – September 30, 2013	October 31, 2013
October 1 – December 31, 2013	January 31, 2014

C. Contractor will submit to Partnership additional statistical or program information as requested and required by DHHS so Partnership may respond to any DHHS imposed deadlines for such response(s).

- XIII. TRAINING AND TECHNICAL ASSISTANCE. Contractor shall ensure that all Contractor staff members, consultants and subcontractors working with Title X clients receive family planning basics training. Additionally, all Contractor staff members, consultants and subcontractors working with Title X clients must receive annual training on mandated reporting (i.e., "Adolescents and the Law") and human trafficking. Contractor shall be responsible for maintaining a log of training participants to document that Contractor staff members, consultants and subcontractors are appropriately trained for the duties they perform. Partnership agrees to provide consultation and technical assistance to Contractor as mutually agreed upon in writing by Partnership and Contractor, but Partnership shall not be responsible for any conduct of any Contractor's officers, agents or employees.
- XIV. DELEGATES' MEETINGS. Contractor shall participate in four Delegates' Meetings held over the course of the year. Contractor shall attend a minimum of two Delegates' Meetings in person. Contractor may participate in the remainder by teleconference or webinar.
- XV. PROGRAM AND/OR BUDGET MODIFICATIONS. Any requests to modify Contract &/or any Attachment must be submitted in writing by Contractor and must be approved by Partnership prior to implementation. Contractor must submit written requests for any change in Services, Client Data Projections, Service Site Information, Budget and/or Contract. Partnership will determine whether changes require Contract revision or amendment.

Contractor must submit Budget modification request for prior approval in the following instances:

- A) Partnership allocations of additional funds beyond the specified base amount, Partnership requires submission of a revised Budget within 30 days of issuance before amended funds can be disbursed;
- B) Partnership reductions of amounts to be reimbursed;
- C) Changes to Budget representing a variance of 10% of any individual Budget category.

Changes in policies, procedures and/or forms related to the Title X program must be submitted in writing to Partnership for approval prior to implementation.

Within 15 days of change, Contractor must notify Partnership of changes in key clinical or management personnel, including administrative officers and Title X program directors.

XVI. **PROPERTY MANAGEMENT.** Contractor shall maintain adequate property records and inventory control and maintenance procedures for items purchased with funds awarded under this Contract. Contractor will be responsible for replacing or repairing equipment for which it is accountable under this Contract if lost, damaged or destroyed due to the negligence on the part of Contractor, or failure to secure appropriate insurance, or noncompliance with property management regulations or instructions of Partnership or DHHS.

XVII. **INDEMNIFICATION AND INSURANCE.** Contractor will provide proof of coverage of a Medical Malpractice Professional Liability insurance policy in the minimum amount of \$1,000,000 for all medical provider employees and subcontractors and consultants (Attachment 8, "Certificate of Insurance"). Contractor shall provide proof of general liability insurance endorsed for premises and all operations in broad form with a combined single limit of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Contractor will comply with all state requirements for the provision of worker's compensation insurance.

To the extent permitted by law, Contractor agrees to indemnify and hold harmless Partnership, its officers, agents and employees, against any and all suits and/or claims or liability for damages to the extent that they arise solely from any activity of Contractor's officers, employees, agents, subcontractors, or other personnel performing Services for Contractor under the provisions of this Contract and for the costs of defense thereof to the extent that such suits and/or claims or liability for damages do not fall within the coverage provided under its Medical Malpractice Professional Liability or general liability insurance policies.

To the extent permitted by law, Contractor agrees to reimburse Partnership for any monies which Partnership is required to pay to the DHHS or other agencies of the United States Government or the State of Arizona for any claims arising solely from the failure of

Contractor to perform in accordance with this Contract or state and federal laws and regulations. Partnership will appropriately invoice or file claim for any such reimbursement by Contractor, and Contractor shall have opportunity to review, and protest when appropriate, claim prior to making any timely reimbursement to Partnership.

- XVIII. PUBLIC SCRUTINY. Contractor must immediately notify Partnership of any claims or lawsuits or any situations involving Title X clients or resources in which the Title X program may undergo any public scrutiny.
- XIX. STATUS OF CONTRACTOR; CONFLICTS OF INTEREST. The parties hereto agree that Contractor, its agents and employees, including its professional and nonprofessional personnel, in the performance of this Contract, shall act in an independent capacity and not as officers, employees or agents of the Partnership. Contractor warrants that no conflict of interest, under any statute or rule of any governing jurisdiction, exists between Contractor's officers, agents or employees. Contractor shall prevent its officers, agents or employees from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others with whom they may have business, family or other connections. If the Partnership concludes in its sole and absolute discretion that a conflict of interest exists or if Contractor's officers, agents or employees violate the terms of this section, Partnership may terminate this Contract.
- XX. PERSONNEL. Contractor's officers, agents or employees shall not deploy themselves so as to receive multiple payments from Partnership or otherwise manipulate the assignment of personnel or tasks so as to unnecessarily increase payments to Contractor or its officers, agents or employees. If Partnership concludes in its sole and absolute discretion that Contractor or its officers, agents or employees have violated the terms of this section, Partnership may terminate this Contract.
- XXI. ASSIGNMENT. Contractor may not assign, transfer, pledge or otherwise encumber its rights, duties, or obligations under this Contract without the written consent of the Partnership. Any such assignment shall comply with all applicable federal regulations.

- XXII. LICENSES. Contractor and each of its employees, agents and subcontractors shall obtain and maintain during the Term of this Contract all appropriate licenses required by law for the operation of its facilities and for the provision of Services hereunder.
- XXIII. TERMINATION OF CONTRACT. If, through any cause, Contractor shall materially fail to fulfill in a timely and proper manner its obligations under this Contract; if the Contractor shall materially violate any of the covenants, agreements, or stipulations of this Contract; or, if the funding from DHHS is terminated or reduced, the Partnership shall thereupon have the right to terminate this Contract in whole or in part by giving written notice to the Contractor of such termination and specifying the effective date thereof. Such notice shall provide for a minimum of 30 days during which Contractor shall have the opportunity to cure deficiencies as stipulated by Partnership. If Contractor has an unencumbered balance of cash disbursed under this Contract at the close of the Term, then that cash balance must be returned to Partnership. If Contractor is unable or unwilling to comply with such additional conditions as may be lawfully imposed on the Contractor, Contractor shall have the right to terminate this Contract by giving written notice to Partnership signifying the effective date thereof. Contractor may terminate this Contract for any other reason by providing Partnership with at least 90 days written notice. In the event of termination of this Contract, either in whole or in part, all nonexpendable personal property, finished or unfinished documents, data, studies, and reports purchased or prepared by Contractor under this Contract shall, at the option of Partnership, become its property or be disposed of in accordance with Partnership's procedures or instructions; and Contractor shall be entitled to compensation for any un-reimbursed expenses necessarily incurred in satisfactory performance of this Contract. Notwithstanding the above, Contractor shall not be relieved of liability to Partnership for damages sustained by Partnership by virtue of any material breach of this Contract that is incurred by Contractor and Partnership may withhold any reimbursement to Contractor for the purpose of offset until such time as the exact amount of damages, if any, due the Partnership from Contractor is agreed upon or otherwise determined. Final payment to the Contractor is contingent upon the Contractor completing closeout procedures as detailed in the Partnership's Closeout Procedure Guide.
- XXIV. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). The parties acknowledge that Contractor is a "covered entity" as defined in 45 CFR 160.103 of the Health Insurance

Portability and Accountability Act of 1996 (HIPAA), and is required to comply with the provisions of HIPAA with respect to safeguarding the privacy and confidentiality of protected health information. The Partnership acknowledges that it may obtain confidential personal health information of patients of Contractor in the course of the Partnership's performance under the terms of this Agreement. "Confidential personal health information" includes information that could be used to identify a patient, information pertaining to the patient's care, treatment or experience with Contractor, and information pertaining to the cost of, payment for, or collections activities related to the patient's care, treatment and experience with the Contractor's program. The Partnership agrees to maintain the privacy and confidentiality of information it may obtain in the course of its performance under this Contract.

In addition, Partnership agrees that:

- 1) Any confidential personal health information that Partnership may obtain shall remain the sole property of Contractor.
- 2) Partnership shall establish and maintain procedures and controls that are acceptable to Contractor to assure that no confidential personal health information contained in its records or obtained from Contractor or from others in carrying out its functions under this Contract shall be used by or disclosed by Partnership, its agents, officers, employees or subcontractor, except as required in the performance of its obligations under the terms of this Contract.
- 3) Partnership shall not remove any identifying personal health information from Contractor's premises.
- 4) Any other information pertaining to individual persons shall not be divulged other than to employees or officers of the Partnership as needed for the performance of its duties under this Contract or to Contractor.

XXV. COMPLIANCE WITH ALL LAWS. The parties shall comply with all federal, state and local laws, regulations, standards and Executive Orders, without limitation to those designated within this Contract and the laws and regulations of the state of organization of the Contractor, that are not inconsistent with applicable federal laws, shall govern the rights of the parties, the performance of this Contract and any disputes hereunder. Any action relating to this Contract shall be brought

in a court of the State of Arizona in the county in which the Services are provided, unless otherwise prohibited by prevailing federal law. Any changes in the governing laws, rules and regulations that do not materially affect Contractor's obligation under the Contract during the Term shall apply but do not require an amendment.

- XXVI. **NON-APPROPRIATION.** Notwithstanding any other provisions in this Contract, this Contract may be terminated if Contractor's governing body does not appropriate sufficient monies to provide the Services or if grant funds are terminated or reduced for the purpose of maintaining this Contract.
- XXVII. **INTANGIBLE PROPERTY AND COPYRIGHT.** Contractor will ensure that publications developed under Title X do not contain information which is contrary to program requirements or to accepted clinical practice. Federal and Partnership grant support must be acknowledged in any publication. Contractor will provide to the Partnership for pre-approval publications resulting from activities conducted under this Contract. Contractor will also provide all publications referencing the Partnership to the Partnership for pre-approval prior to distribution. Restrictions on motion picture film production are outlined in the "Public Health Service Grants Policy Statement." The word "publication" is defined to include computer software. Any such copyrighted materials shall be subject to a royalty-free, non-exclusive, and irrevocable right of the Government and Partnership to reproduce, publish, or otherwise use such materials for Federal or Partnership purposes and to authorize others to do so [45 CFR 74.36] [45 CFR 92.34].
- XXVIII. **INVENTIONS OR DISCOVERIES.** Family planning projects must comply with Government-wide regulations, 37 CFR Part 401, which apply to the rights to inventions made under government grants, contracts and cooperative agreements.
- XXIX. **NON-DISCRIMINATION.** Contractor is obligated to establish and maintain personnel policies that comply with applicable federal and state requirements, including Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act of 1973, and Title I of the Americans with Disabilities Act. These policies should include, but need not be limited to, staff recruitment, selection, performance evaluation, promotion, termination, compensation, benefits and grievance procedures. Project staff should be broadly representative of all significant elements of the

population to be served by the family planning program, and should be sensitive to and able to deal effectively with the cultural and other characteristics of the client population [42 CFR 59.5 (b)(10)].

- XXX. NOTICES. All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when sent by certified or registered mail, postage prepaid, return receipt requested.

Notices to the Partnership shall be addressed to:

Chief Executive Officer
Arizona Family Health Partnership
3101 N. Central Avenue
Suite 1120
Phoenix, Arizona 85012

Notices to Contractor shall be addressed to:

Kimbal Babcock
Interim Chief Health Officer
Coconino County Public Health Services District
2625 N. King Street
Flagstaff, AZ, 86004

Either party may change its address for notices by giving written notice of such change to the other party.

- XXXI. ALTERATION OF TERMS. The Contract, together with Attachments attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total Contract. No amendment of, addition to, or alteration of the Terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in a writing that is formally approved and executed by the parties.

XXXII. GENERAL TERMS AND CONDITIONS. Contractor agrees to accept such additional conditions imposed by DHHS governing the use of such funds or performance of family planning programs as may be required by law, by Executive Order, by regulation or by any other policy announced by DHHS. The Partnership shall provide prompt written notice to Contractor of such conditions. Contractor understands and agrees that strict compliance with all requirements is mandatory and any material breach and/or a failure to cure said material breach thereof is grounds for termination of this Contract.

XXXIII. EXECUTION. This Contract shall not be effective until it has been approved as required by the governing bodies of the parties and signed by the persons having executory powers for the parties.

CONTRACTOR:

Signature

Name

Title

Agency

86-6000441

Employer ID Number (EIN)

Date

PARTNERSHIP:

Signature

Brenda L. Thomas, MPA
Chief Executive Officer
Arizona Family Health Partnership

Date

1	Services
2	Client Data Forms
3	2013 Contractor Family Planning Program Budget
4	Performance Compensation
5	Special Projects
6	Contractor Service Site Information
7	Contractor Subcontractors
8	Certificate of Insurance
9	Assurances & Certifications
10	Title X Regulations
11	Title X Request for Funds Form
12	



2013 PROPOSED SERVICES TO BE PROVIDED FORM

Please enter the name of your agency's clinic location sites in the first row. Indicate the level of service provided at each site by entering a number in each box (**1 = Service Provided 2 = Referral Provided 3 = Service Not Provided and Referral Not Provided**). If your agency has more than four sites, please use an additional form.

Agency: Coconino County Public Health Services District

SERVICES	King Street #801	Juvenile Detention #806	Adult Jail #807
A. Client Education and Counseling	1	1	1
1. Physical Assessment	1	1	1
2. Lab Testing	1	1	1
1. Male Condom	1	1	1
2. Oral Contraceptives	1	1	1
3. Injectables (Depo-Provera)	1	1	2
4. IUD without Hormones (ParaGard)	1	1	2
5. IUD with Hormones (Mirena)	1	1	2
6. Vaginal Ring (NuvaRing)	1	1	2
7. Emergency Contraception	1	1	1
8. Patch (Evra)	1	1	1
9. Spermicide (foams & suppositories)	1	1	1
10. Cervical Cap/Diaphragm	2	2	2
11. Sponge	3	3	3
12. Female Condom	1	1	1
13. Natural Family Planning/ Fertility Awareness	1	1	1
14. Abstinence Education	1	1	1
D. Male Services	1	1	1
E. Infertility Services--Level 1	1	1	1
F. Pregnancy Testing and Options Counseling	1	1	1
H. Sexually Transmitted Infection Testing STIs Tested (check all that apply): <input checked="" type="checkbox"/> GC <input checked="" type="checkbox"/> Chlamydia <input checked="" type="checkbox"/> Syphilis <input checked="" type="checkbox"/> Herpes <input checked="" type="checkbox"/> HPV	1	1	1

SERVICES	King Street #801	Juvenile Detention #806	Adult Jail #807
I. Sexually Transmitted Infection Treatment Treatment Provided (check all that apply): <input checked="" type="checkbox"/> GC <input checked="" type="checkbox"/> Chlamydia <input checked="" type="checkbox"/> Syphilis <input checked="" type="checkbox"/> Herpes <input checked="" type="checkbox"/> HPV	1	1	1
J. HIV Testing and Counseling	1	1	1
K. Minor Reproductive Health Related Problems	1	1	1
L. Health Promotion/Disease Prevention	1	1	1
M. Other (specify): Subdermal Implants (Nexplanon)	1	1	1

Proposed Budget Form 2013
Revenue Summary

Agency: Coconino County Public Health Services District

Date: 06/28/2012

Revised Date: 11/26/12

Period: December 31, 2012 - December 30, 2013

REVENUE	2012 Budget	2013 Title X Funds	2013 Non Title X Funds	2013 Total Program Budget
Title X - Base	158353	139500		139,500
Bureau of Primary Health Care (BPHC)	0		0	0
Other Federal Grants (Specify)	0		0	0
Other Federal Grants (Specify)	0		0	0
SUB TOTAL OF FEDERAL GRANTS	158,353	139,500	0	139,500
PAYMENT FOR SERVICES				
Patient Collections/Fees	8000		8000	8,000
THIRD PARTY PAYERS				
AHCCCS/Health Plans (Title XIX)	1000		2000	2,000
Medicare (Title XVIII)	0		0	0
Other public health insurance	0		0	0
Private health insurance	0		2000	2,000
SUB TOTAL OF THIRD PARTY PAYERS	1,000	0	4,000	4,000
OTHER SOURCES				
Title V (MCH Block Grant)	113276		113379	113,379
Local Government	130742		140207	140,207
State Governemnt	0		0	0
Client Donations	10000		10000	10,000
Agency In Kind	0		0	0
Agency Contribution	0		0	0
Other (Specify)	27000		19000	19,000
SUB TOTAL OF OTHER SOURCES	281,018	0	282,586	282,586
TOTAL REVENUE	448,371	139,500	294,586	434,086

18 - 2/5/2013 - Reproductive Health AHP Contract

**Proposed Budget Form 2013
Expenses Summary**

Agency: Coconino County Public Health Svcs. District

Date: 07/16/2012

Revised Date: _11/26/12_____

Period: December 31, 2012 - December 30, 2013

EXPENSES	2012 Budget	2013 Title X Funds	2013 Non Title X Funds	2013 Total Program Expenses
Personnel	259,567	40,201	207,136	247,337
Fringe Benefits	84,239	13,266	68,355	81,621
Travel	1,350	1,200	2,000	3,200
Equipment	0	0	0	0
Supplies	58,000	54,000	0	54,000
Contractual	34,700	31,083	3,617	34,700
Occupancy	1,451	300	1,200	1,500
Other	6,960	2,450	9,278	11,728
Indirect	0	0	0	0
	0	0	0	0
TOTAL EXPENSES	446,267	142,500	291,586	434,086

I certify that the information in this budget proposal is correct to the best of my knowledge.

Completed By: _____
(Printed Name)

Signature: _____ **Date:** _____

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Attachment 4: PERFORMANCE COMPENSATION

STATEMENT OF WORK - Title X Comprehensive Family Planning Services

Contractor shall perform the functions and services identified in Attachment 1 (“Services”), during the 12 months of the Contract Term, in accordance with the Title X Regulations and Program Guidelines and as described in Contractor's 2013 Client Data Projections (Attachment 2). Contractor shall provide, at a minimum, Title X-covered services to **1,500** unduplicated clients.

In the event that less than 100%, but at least 97% of clients are served, Contractor shall earn the Contract amount provided that Contractor cost sharing funds in the amount of **\$294,586** are expended in full. In the event that Contractor serves less than 97% of clients, the base Title X funding will be reduced by **\$93** for each client below the threshold.

Contractor may be eligible for a portion of one-time funds (when available through DHHS) in the following contract year if 97% of the contracted unduplicated client number is met, special project targets are met, participate in all required Delegates’ Meetings, and encounter data and fiscal reports are submitted on time.

Attachment 5A: INFERTILITY PREVENTION PROJECT (IPP)

STATEMENT OF WORK – Infertility Prevention Project

The purpose of this statement of work is to outline roles and responsibilities in regard to the Infertility Prevention Project (IPP). This statement of work is in effect from December 31, 2012 until December 30, 2013.

Contractor agrees to provide Chlamydia screening services in accordance with Region IX IPP guidelines and Arizona Department of Health Services (ADHS) eligibility criteria. Contractor shall provide Chlamydia screening, tests, counseling and treatment for family planning program clients during Term and meet reporting requirements. Family planning clients served in this project are included in the count of clients in Attachment 2. Contractor will provide for the training of all staff providing services under this project.

Clients to be tested include the “target population” of women 25 years of age and younger and an “expanded population” of men seeking family planning services and women 26 years of age and older.

Contractor shall provide:

- Universal Chlamydia testing for women and men 25 years of age and younger at the first visit and annually thereafter.
- Targeted screening of women and men 26 and older with risk factors for Chlamydia as detailed in the Region IX Infertility Prevention Chlamydia Clinical Guidelines.

Contingent upon the availability of IPP funds, ADHS’ contracted laboratory will provide Contractor testing collection kits for the target population of women 25 years of age and younger at no cost. The Contractor is expected to provide Chlamydia testing for the expanded population on the Title X sliding fee scale. The Contractor will provide appropriate treatment and follow up for clients with positive Chlamydia test results.

Attachment 5b: Not Applicable.

Contractor does not participate in the HIV Integration Project.



2013 SERVICE SITE INFORMATION FORM

Agency: Coconino County Public Health Services District

HEALTH CENTER NAME	HEALTH CENTER LOCATION	OFFICE DAYS & HOURS	CLINIC DAYS & HOURS	NUMBER OF CLIENTS PROJECTED
King Street	2625 N. King Street Flagstaff, AZ 86004	Mon. 9:00 am – 6:00 pm Tu – F 8:00 am – 5:00 pm	Mon. 9:00 am – 6:00 pm Tu – F 8:00 am – 5:00 pm	1250
Juvenile Detention	1001 E. Sawmill Rd. Flagstaff, AZ 86001	24 hour facility	M – F 9:00 am – 10:00 am	125
Adult Jail	1001 E Sawmill Rd. Flagstaff, AZ 86001	24 hour facility	Wednesday 12:30 pm – 3:30 pm	125
List all holidays when the health center/program will be closed for business:				
New Year's Day (1/1), Martin Luther King, Jr. Day (1/21), Presidents' Day (2/18), Memorial Day (5/27), Independence Day (7/4), Labor Day (9/2), Veteran's Day (11/11), Thanksgiving Day (11/28), Thanksgiving Holiday (11/29), Christmas Day (12/25)				

**LIST OF SUBCONTRACTORS
&
SUBCONTRACTOR CONTRACTS
TO BE INSERTED HERE**

CERTIFICATE OF INSURANCE

TO BE INSERTED HERE

Attachment 9: ASSURANCES & CERTIFICATIONS

TITLE X ASSURANCE OF COMPLIANCE

Grants Process Policy Notice 2001-03

Coconino County Public Health Services District assures that it will:

1. Provide services without subjecting individuals to any coercion to accept services or coercion to employ or not to employ any particular methods of family planning. Acceptance of services must be solely on a voluntary basis and may not be made a prerequisite to eligibility for, or receipt of, any other services.
2. Provide services in a manner which protects the dignity of the individual.
3. Provide services without regard to religion, race, color, national origin, handicapping condition, age, sex, number of pregnancies, or marital status.
4. Not provide abortions as a method of family planning.
5. Provide that priority in the provision of services will be given to persons from low income families.

Further, Coconino County Public Health Services District certifies that it will:

1. Encourage family participation in the decision of the minor seeking family planning services.
2. Provide counseling to minors on how to resist coercive attempts to engage in sexual activities.

From Part 59—Grants for Family Planning Services, Subpart A, Section 59.5(a) 2, 3, 4, 5, and 6.

(Signature)

(Title)

(Date)

(2) The trainee is not eligible or able to continue in attendance in accordance with its standards and practices.

[45 FR 73658, Nov. 6, 1980. Redesignated at 61 FR 6131, Feb. 16, 1996]

§ 58.232 What additional Department regulations apply to grantees?

Several other Department regulations apply to grantees. They include, but are not limited to:

- 42 CFR part 50, subpart D—Public Health Service grant appeals procedure
 - 45 CFR part 16—Procedures of the Departmental Grant Appeals Board
 - 45 CFR part 46—Protection of human subjects
 - 45 CFR part 74—Administration of grants
 - 45 CFR part 80—Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of title VI of the Civil Rights Act of 1964
 - 45 CFR part 81—Practice and procedure for hearings under part 80 of this title
 - 45 CFR part 83—Regulation for the administration and enforcement of sections 794 and 855 of the Public Health Service Act
 - 45 CFR part 84—Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance
 - 45 CFR part 86—Nondiscrimination on the basis of sex in education programs and activities receiving or benefiting from Federal financial assistance
 - 45 CFR part 91—Nondiscrimination on the basis of age in HHS programs or activities receiving Federal financial assistance
 - 45 CFR part 93—New restrictions on lobbying
- [49 FR 38116, Sept. 27, 1984. Redesignated and amended at 61 FR 6131, Feb. 16, 1996]

§ 58.233 What other audit and inspection requirements apply to grantees?

Each entity which receives a grant under this subpart must meet the requirements of 45 CFR part 74 concerning audit and inspection.

[61 FR 6131, Feb. 16, 1996; 61 FR 51020, Sept. 30, 1996]

§ 58.234 Additional conditions.

The Secretary may impose additional conditions in the grant award before or at the time of the award if he or she determines that these conditions are necessary to assure or protect the advancement of the approved activity,

the interest of the public health, or the conservation of grant funds.

[45 FR 73658, Nov. 6, 1980. Redesignated at 61 FR 6131, Feb. 16, 1996]

Subparts E–F [Reserved]

PART 59—GRANTS FOR FAMILY PLANNING SERVICES

Subpart A—Project Grants for Family Planning Services

- Sec.
- 59.1 To what programs do these regulations apply?
 - 59.2 Definitions.
 - 59.3 Who is eligible to apply for a family planning services grant?
 - 59.4 How does one apply for a family planning services grant?
 - 59.5 What requirements must be met by a family planning project?
 - 59.6 What procedures apply to assure the suitability of informational and educational material?
 - 59.7 What criteria will the Department of Health and Human Services use to decide which family planning services projects to fund and in what amount?
 - 59.8 How is a grant awarded?
 - 59.9 For what purposes may grant funds be used?
 - 59.10 What other HHS regulations apply to grants under this subpart?
 - 59.11 Confidentiality.
 - 59.12 Additional conditions.

Subpart B [Reserved]

Subpart C—Grants for Family Planning Service Training

- 59.201 Applicability.
- 59.202 Definitions.
- 59.203 Eligibility.
- 59.204 Application for a grant.
- 59.205 Project requirements.
- 59.206 Evaluation and grant award.
- 59.207 Payments.
- 59.208 Use of project funds.
- 59.209 Civil rights.
- 59.210 Inventions or discoveries.
- 59.211 Publications and copyright.
- 59.212 Grantee accountability.
- 59.213 [Reserved]
- 59.214 Additional conditions.
- 59.215 Applicability of 45 CFR part 74.

Subpart A—Project Grants for Family Planning Services

AUTHORITY: 42 U.S.C. 300a 4.

§ 59.1

SOURCE: 65 FR 41278, July 3, 2000, unless otherwise noted.

§ 59.1 To what programs do these regulations apply?

The regulations of this subpart are applicable to the award of grants under section 1001 of the Public Health Service Act (42 U.S.C. 300) to assist in the establishment and operation of voluntary family planning projects. These projects shall consist of the educational, comprehensive medical, and social services necessary to aid individuals to determine freely the number and spacing of their children.

[65 FR 41278, July 3, 2000; 65 FR 49057, Aug. 10, 2000]

§ 59.2 Definitions.

As used in this subpart:

Act means the Public Health Service Act, as amended.

Family means a social unit composed of one person, or two or more persons living together, as a household.

Low income family means a family whose total annual income does not exceed 100 percent of the most recent Poverty Guidelines issued pursuant to 42 U.S.C. 9902(2). "Low-income family" also includes members of families whose annual family income exceeds this amount, but who, as determined by the project director, are unable, for good reasons, to pay for family planning services. For example, unemancipated minors who wish to receive services on a confidential basis must be considered on the basis of their own resources.

Nonprofit, as applied to any private agency, institution, or organization, means that no part of the entity's net earnings benefit, or may lawfully benefit, any private shareholder or individual.

Secretary means the Secretary of Health and Human Services and any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.

State includes, in addition to the several States, the District of Columbia, Guam, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, American Samoa, the U.S. Outlying Islands (Mid-

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way, Wake, *et al.*), the Marshall Islands, the Federated State of Micronesia and the Republic of Palau.

[65 FR 41278, July 3, 2000; 65 FR 49057, Aug. 10, 2000]

§ 59.3 Who is eligible to apply for a family planning services grant?

Any public or nonprofit private entity in a State may apply for a grant under this subpart.

§ 59.4 How does one apply for a family planning services grant?

(a) Application for a grant under this subpart shall be made on an authorized form.

(b) An individual authorized to act for the applicant and to assume on behalf of the applicant the obligations imposed by the terms and conditions of the grant, including the regulations of this subpart, must sign the application.

(c) The application shall contain—

(1) A description, satisfactory to the Secretary, of the project and how it will meet the requirements of this subpart;

(2) A budget and justification of the amount of grant funds requested;

(3) A description of the standards and qualifications which will be required for all personnel and for all facilities to be used by the project; and

(4) Such other pertinent information as the Secretary may require.

§ 59.5 What requirements must be met by a family planning project?

(a) Each project supported under this part must:

(1) Provide a broad range of acceptable and effective medically approved family planning methods (including natural family planning methods) and services (including infertility services and services for adolescents). If an organization offers only a single method of family planning, it may participate as part of a project as long as the entire project offers a broad range of family planning services.

(2) Provide services without subjecting individuals to any coercion to accept services or to employ or not to employ any particular methods of family planning. Acceptance of services must be solely on a voluntary basis and

Public Health Service, HHS

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may not be made a prerequisite to eligibility for, or receipt of, any other services, assistance from or participation in any other program of the applicant.¹

(3) Provide services in a manner which protects the dignity of the individual.

(4) Provide services without regard to religion, race, color, national origin, handicapping condition, age, sex, number of pregnancies, or marital status.

(5) Not provide abortion as a method of family planning. A project must:

(i) Offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:

(A) Prenatal care and delivery;

(B) Infant care, foster care, or adoption; and

(C) Pregnancy termination.

(ii) If requested to provide such information and counseling, provide neutral, factual information and nondirective counseling on each of the options, and referral upon request, except with respect to any option(s) about which the pregnant woman indicates she does not wish to receive such information and counseling.

(6) Provide that priority in the provision of services will be given to persons from low-income families.

(7) Provide that no charge will be made for services provided to any persons from a low-income family except to the extent that payment will be made by a third party (including a government agency) which is authorized to or is under legal obligation to pay this charge.

¹Section 205 of Pub. L. 94 63 states: "Any (1) officer or employee of the United States, (2) officer or employee of any State, political subdivision of a State, or any other entity, which administers or supervises the administration of any program receiving Federal financial assistance, or (3) person who receives, under any program receiving Federal assistance, compensation for services, who coerces or endeavors to coerce any person to undergo an abortion or sterilization procedure by threatening such person with the loss of, or disqualification for the receipt of, any benefit or service under a program receiving Federal financial assistance shall be fined not more than \$1,000 or imprisoned for not more than one year, or both."

(8) Provide that charges will be made for services to persons other than those from low-income families in accordance with a schedule of discounts based on ability to pay, except that charges to persons from families whose annual income exceeds 250 percent of the levels set forth in the most recent Poverty Guidelines issued pursuant to 42 U.S.C. 9902(2) will be made in accordance with a schedule of fees designed to recover the reasonable cost of providing services.

(9) If a third party (including a Government agency) is authorized or legally obligated to pay for services, all reasonable efforts must be made to obtain the third-party payment without application of any discounts. Where the cost of services is to be reimbursed under title XIX, XX, or XXI of the Social Security Act, a written agreement with the title XIX, XX or XXI agency is required.

(10)(i) Provide that if an application relates to consolidation of service areas or health resources or would otherwise affect the operations of local or regional entities, the applicant must document that these entities have been given, to the maximum feasible extent, an opportunity to participate in the development of the application. Local and regional entities include existing or potential subgrantees which have previously provided or propose to provide family planning services to the area proposed to be served by the applicant.

(ii) Provide an opportunity for maximum participation by existing or potential subgrantees in the ongoing policy decisionmaking of the project.

(11) Provide for an Advisory Committee as required by §59.6.

(b) In addition to the requirements of paragraph (a) of this section, each project must meet each of the following requirements unless the Secretary determines that the project has established good cause for its omission. Each project must:

(1) Provide for medical services related to family planning (including physician's consultation, examination prescription, and continuing supervision, laboratory examination, contraceptive supplies) and necessary referral

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to other medical facilities when medically indicated, and provide for the effective usage of contraceptive devices and practices.

(2) Provide for social services related to family planning, including counseling, referral to and from other social and medical services agencies, and any ancillary services which may be necessary to facilitate clinic attendance.

(3) Provide for informational and educational programs designed to—

(i) Achieve community understanding of the objectives of the program;

(ii) Inform the community of the availability of services; and

(iii) Promote continued participation in the project by persons to whom family planning services may be beneficial.

(4) Provide for orientation and in-service training for all project personnel.

(5) Provide services without the imposition of any durational residency requirement or requirement that the patient be referred by a physician.

(6) Provide that family planning medical services will be performed under the direction of a physician with special training or experience in family planning.

(7) Provide that all services purchased for project participants will be authorized by the project director or his designee on the project staff.

(8) Provide for coordination and use of referral arrangements with other providers of health care services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs.

(9) Provide that if family planning services are provided by contract or other similar arrangements with actual providers of services, services will be provided in accordance with a plan which establishes rates and method of payment for medical care. These payments must be made under agreements with a schedule of rates and payment procedures maintained by the grantee. The grantee must be prepared to substantiate, that these rates are reasonable and necessary.

(10) Provide, to the maximum feasible extent, an opportunity for participation in the development, implemen-

tation, and evaluation of the project by persons broadly representative of all significant elements of the population to be served, and by others in the community knowledgeable about the community's needs for family planning services.

[65 FR 41278, July 3, 2000; 65 FR 49057, Aug. 10, 2000]

§ 59.6 What procedures apply to assure the suitability of informational and educational material?

(a) A grant under this section may be made only upon assurance satisfactory to the Secretary that the project shall provide for the review and approval of informational and educational materials developed or made available under the project by an Advisory Committee prior to their distribution, to assure that the materials are suitable for the population or community to which they are to be made available and the purposes of title X of the Act. The project shall not disseminate any such materials which are not approved by the Advisory Committee.

(b) The Advisory Committee referred to in paragraph (a) of this section shall be established as follows:

(1) *Size.* The Committee shall consist of no fewer than five but not more than nine members, except that this provision may be waived by the Secretary for good cause shown.

(2) *Composition.* The Committee shall include individuals broadly representative (in terms of demographic factors such as race, color, national origin, handicapped condition, sex, and age) of the population or community for which the materials are intended.

(3) *Function.* In reviewing materials, the Advisory Committee shall:

(i) Consider the educational and cultural backgrounds of individuals to whom the materials are addressed;

(ii) Consider the standards of the population or community to be served with respect to such materials;

(iii) Review the content of the material to assure that the information is factually correct;

(iv) Determine whether the material is suitable for the population or community to which is to be made available; and

(v) Establish a written record of its determinations.

§ 59.7 What criteria will the Department of Health and Human Services use to decide which family planning services projects to fund and in what amount?

(a) Within the limits of funds available for these purposes, the Secretary may award grants for the establishment and operation of those projects which will in the Department's judgment best promote the purposes of section 1001 of the Act, taking into account:

(1) The number of patients, and, in particular, the number of low-income patients to be served;

(2) The extent to which family planning services are needed locally;

(3) The relative need of the applicant;

(4) The capacity of the applicant to make rapid and effective use of the federal assistance;

(5) The adequacy of the applicant's facilities and staff;

(6) The relative availability of non-federal resources within the community to be served and the degree to which those resources are committed to the project; and

(7) The degree to which the project plan adequately provides for the requirements set forth in these regulations.

(b) The Secretary shall determine the amount of any award on the basis of his estimate of the sum necessary for the performance of the project. No grant may be made for less than 90 percent of the project's costs, as so estimated, unless the grant is to be made for a project which was supported, under section 1001, for less than 90 percent of its costs in fiscal year 1975. In that case, the grant shall not be for less than the percentage of costs covered by the grant in fiscal year 1975.

(c) No grant may be made for an amount equal to 100 percent for the project's estimated costs.

§ 59.8 How is a grant awarded?

(a) The notice of grant award specifies how long HHS intends to support the project without requiring the project to recompete for funds. This period, called the project period, will usually be for three to five years.

(b) Generally the grant will initially be for one year and subsequent continuation awards will also be for one year at a time. A grantee must submit a separate application to have the support continued for each subsequent year. Decisions regarding continuation awards and the funding level of such awards will be made after consideration of such factors as the grantee's progress and management practices, and the availability of funds. In all cases, continuation awards require a determination by HHS that continued funding is in the best interest of the government.

(c) Neither the approval of any application nor the award of any grant commits or obligates the United States in any way to make any additional, supplemental, continuation, or other award with respect to any approved application or portion of an approved application.

§ 59.9 For what purpose may grant funds be used?

Any funds granted under this subpart shall be expended solely for the purpose for which the funds were granted in accordance with the approved application and budget, the regulations of this subpart, the terms and conditions of the award, and the applicable cost principles prescribed in 45 CFR Part 74 or Part 92, as applicable.

§ 59.10 What other HHS regulations apply to grants under this subpart?

Attention is drawn to the following HHS Department-wide regulations which apply to grants under this subpart. These include:

37 CFR Part 401--Rights to inventions made by nonprofit organizations and small business firms under government grants, contracts, and cooperative agreements

42 CFR Part 50, Subpart D--Public Health Service grant appeals procedure

45 CFR Part 16--Procedures of the Departmental Grant Appeals Board

45 CFR Part 74--Uniform administrative requirements for awards and subawards to institutions of higher education, hospitals, other nonprofit organizations, and commercial organizations; and certain grants and agreements with states, local governments and Indian tribal governments

45 CFR Part 80--Nondiscrimination under programs receiving Federal assistance through the Department of Health and

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- Human Services effectuation of Title VI of the Civil Rights Act of 1964
- 45 CFR Part 81—Practice and procedure for hearings under Part 80 of this Title
- 45 CFR Part 84—Nondiscrimination on the basis of handicap in programs and activities receiving or benefitting from Federal financial assistance
- 45 CFR Part 91—Nondiscrimination on the basis of age in HHS programs or activities receiving Federal financial assistance
- 45 CFR Part 92—Uniform administrative requirements for grants and cooperative agreements to state and local governments

§ 59.11 Confidentiality.

All information as to personal facts and circumstances obtained by the project staff about individuals receiving services must be held confidential and must not be disclosed without the individual's documented consent, except as may be necessary to provide services to the patient or as required by law, with appropriate safeguards for confidentiality. Otherwise, information may be disclosed only in summary, statistical, or other form which does not identify particular individuals.

§ 59.12 Additional conditions.

The Secretary may, with respect to any grant, impose additional conditions prior to or at the time of any award, when in the Department's judgment these conditions are necessary to assure or protect advancement of the approved program, the interests of public health, or the proper use of grant funds.

[65 FR 41278, July 3, 2000; 65 FR 49057, Aug. 10, 2000]

Subpart B [Reserved]

Subpart C—Grants for Family Planning Service Training

AUTHORITY: Sec. 6(c), 84 Stat. 1507, 42 U.S.C. 300a-4; sec. 6(c), 84 Stat. 1507, 42 U.S.C. 300a-1.

SOURCE: 37 FR 7093, Apr. 8, 1972, unless otherwise noted.

§ 59.201 Applicability.

The regulations in this subpart are applicable to the award of grants pursuant to section 1003 of the Public Health Service Act (42 U.S.C. 300a-1) to

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provide the training for personnel to carry out family planning service programs described in sections 1001 and 1002 of the Public Health Service Act (42 U.S.C. 300, 300a).

§ 59.202 Definitions.

As used in this subpart:

- (a) *Act* means the Public Health Service Act.
- (b) *State* means one of the 50 States, the District of Columbia, Puerto Rico, Guam, the Virgin Islands, American Samoa, or the Trust Territory of the Pacific Islands.
- (c) *Nonprofit* private entity means a private entity no part of the net earnings of which inures, or may lawfully inure, to the benefit of any private shareholder or individual.
- (d) *Secretary* means the Secretary of Health and Human Services and any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.
- (e) *Training* means job-specific skill development, the purpose of which is to promote and improve the delivery of family planning services.

§ 59.203 Eligibility.

- (a) *Eligible applicants.* Any public or nonprofit private entity located in a State is eligible to apply for a grant under this subpart.
- (b) *Eligible projects.* Grants pursuant to section 1003 of the Act and this subpart may be made to eligible applicants for the purpose of providing programs, not to exceed three months in duration, for training family planning or other health services delivery personnel in the skills, knowledge, and attitudes necessary for the effective delivery of family planning services: *Provided*, That the Secretary may in particular cases approve support of a program whose duration is longer than three months where he determines (1) that such program is consistent with the purposes of this subpart and (2) that the program's objectives cannot be accomplished within three months because of the unusually complex or specialized nature of the training to be undertaken.

[37 FR 7093, Apr. 8, 1972, as amended at 40 FR 17991, Apr. 24, 1975]

§ 59.204 Application for a grant.

(a) An application for a grant under this subpart shall be submitted to the Secretary at such time and in such form and manner as the Secretary may prescribe.¹ The application shall contain a full and adequate description of the project and of the manner in which the applicant intends to conduct the project and carry out the requirements of this subpart, and a budget and justification of the amount of grant funds requested, and such other pertinent information as the Secretary may require.

(b) The application shall be executed by an individual authorized to act for the applicant and to assume for the applicant the obligations imposed by the regulations of this subpart and any additional conditions of the grant.

(Sec. 6(c), Public Health Service Act, 84 Stat. 1506 and 1507 (42 U.S.C. 300, 300a-1, and 300a-4))

[37 FR 7093, Apr. 8, 1972, as amended at 49 FR 38116, Sept. 27, 1984]

§ 59.205 Project requirements.

An approvable application must contain each of the following unless the Secretary determines that the applicant has established good cause for its omission:

(a) Assurances that:

(1) No portion of the Federal funds will be used to train personnel for programs where abortion is a method of family planning.

(2) No portion of the Federal funds will be used to provide professional training to any student as part of his education in pursuit of an academic degree.

(3) No project personnel or trainees shall on the grounds of sex, religion, or creed be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the project.

¹Applications and instructions may be obtained from the Program Director, Family Planning Services, at the Regional Office of the Department of Health and Human Services for the region in which the project is to be conducted, or the Office of Family Planning, Office of the Assistant Secretary for Health, Washington, DC 20201.

(b) Provision of a methodology to assess the particular training (e.g., skills, attitudes, or knowledge) that prospective trainees in the area to be served need to improve their delivery of family planning services.

(c) Provision of a methodology to define the objectives of the training program in light of the particular needs of trainees defined pursuant to paragraph (b) of this section.

(d) Provision of a method for development of the training curriculum and any attendant training materials and resources.

(e) Provision of a method for implementation of the needed training.

(f) Provision of an evaluation methodology, including the manner in which such methodology will be employed, to measure the achievement of the objectives of the training program.

(g) Provision of a method and criteria by which trainees will be selected.

§ 59.206 Evaluation and grant award.

(a) Within the limits of funds available for such purpose, the Secretary may award grants to assist in the establishment and operation of those projects which will in his judgment best promote the purposes of section 1003 of the Act, taking into account:

(1) The extent to which a training program will increase the delivery of services to people, particularly low-income groups, with a high percentage of unmet need for family planning services:

(2) The extent to which the training program promises to fulfill the family planning services delivery needs of the area to be served, which may include, among other things:

(i) Development of a capability within family planning service projects to provide pre- and in-service training to their own staffs;

(ii) Improvement of the family planning services delivery skills of family planning and health services personnel;

(iii) Improvement in the utilization and career development of paraprofessional and paramedical manpower in family planning services;

(iv) Expansion of family planning services, particularly in rural areas, through new or improved approaches to

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program planning and deployment of resources;

(3) The capacity of the applicant to make rapid and effective use of such assistance;

(4) The administrative and management capability and competence of the applicant;

(5) The competence of the project staff in relation to the services to be provided; and

(6) The degree to which the project plan adequately provides for the requirements set forth in § 59.205.

(b) The amount of any award shall be determined by the Secretary on the basis of his estimate of the sum necessary for all or a designated portion of direct project costs plus an additional amount for indirect costs, if any, which will be calculated by the Secretary either: (1) On the basis of his estimate of the actual indirect costs reasonably related to the project, or (2) on the basis of a percentage of all, or a portion of, the estimated direct costs of the project when there are reasonable assurances that the use of such percentage will not exceed the approximate actual indirect costs. Such award may include an estimated provisional amount for indirect costs or for designated direct costs (such as travel or supply costs) subject to upward (within the limits of available funds) as well as downward adjustments to actual costs when the amount properly expended by the grantee for provisional items has been determined by the Secretary.

(c) Allowability of costs shall be in conformance with the applicable cost principles prescribed by Subpart Q of 35 CFR part 74.

(d) All grant awards shall be in writing, shall set forth the amount of funds granted and the period for which support is recommended.

(e) Neither the approval of any project nor any grant award shall commit or obligate the United States in any way to make any additional, supplemental, continuation, or other award with respect to any approved project or portion thereof. For continuation support, grantees must make separate application annually at such times and in such form as the Secretary may direct.

[37 FR 7093, Apr. 8, 1972, as amended at 38 FR 26199, Sept. 19, 1973]

§ 59.207 Payments.

The Secretary shall from time to time make payments to a grantee of all or a portion of any grant award, either in advance or by way of reimbursement for expenses incurred or to be incurred in the performance of the project to the extent he determines such payments necessary to promote prompt initiation and advancement of the approved project.

§ 59.208 Use of project funds.

(a) Any funds granted pursuant to this subpart as well as other funds to be used in performance of the approved project shall be expended solely for carrying out the approved project in accordance with the statute, the regulations of this subpart, the terms and conditions of the award, and, except as may otherwise be provided in this subpart, the applicable cost principles prescribed by subpart Q of 45 CFR part 74.

(b) Prior approval by the Secretary of revision of the budget and project plan is required whenever there is to be a significant change in the scope or nature of project activities.

(c) The Secretary may approve the payment of grant funds to trainees for:

(1) Return travel to the trainee's point of origin.

(2) Per diem during the training program, and during travel to and from the program, at the prevailing institutional or governmental rate, whichever is lower.

[37 FR 7093, Apr. 8, 1972, as amended at 38 FR 26199, Sept. 19, 1973]

§ 59.209 Civil rights.

Attention is called to the requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d *et seq.*) and in particular section 601 of such Act which provides that no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. A regulation implementing such title VI, which applies to grants made under this part, has been issued by the Secretary of Health and Human Services with the

approval of the President (45 CFR part 80).

§ 59.210 Inventions or discoveries.

Any grant award pursuant to § 59.206 is subject to the regulations of the Department of Health and Human Services as set forth in 45 CFR parts 6 and 8, as amended. Such regulations shall apply to any activity for which grant funds are in fact used whether within the scope of the project as approved or otherwise. Appropriate measures shall be taken by the grantee and by the Secretary to assure that no contracts, assignments or other arrangements inconsistent with the grant obligation are continued or entered into and that all personnel involved in the supported activity are aware of and comply with such obligations. Laboratory notes, related technical data, and information pertaining to inventions and discoveries shall be maintained for such periods, and filed with or otherwise made available to the Secretary, or those he may designate at such times and in such manner, as he may determine necessary to carry out such Department regulations.

§ 59.211 Publications and copyright.

Except as may otherwise be provided under the terms and conditions of the award, the grantee may copyright without prior approval any publications, films or similar materials developed or resulting from a project supported by a grant under this part, subject, however, to a royalty-free, non-exclusive, and irrevocable license or right in the Government to reproduce, translate, publish, use, disseminate, and dispose of such materials and to authorize others to do so.

§ 59.212 Grantee accountability.

(a) *Accounting for grant award payments.* All payments made by the Secretary shall be recorded by the grantee in accounting records separate from the records of all other grant funds, including funds derived from other grant awards. With respect to each approved project the grantee shall account for the sum total of all amounts paid by presenting or otherwise making available evidence satisfactory to the Secretary of expenditures for direct and

indirect costs meeting the requirements of this part: *Provided, however,* That when the amount awarded for indirect costs was based on a predetermined fixed-percentage of estimated direct costs, the amount allowed for indirect costs shall be computed on the basis of such predetermined fixed-percentage rates applied to the total, or a selected element thereof, of the reimbursable direct costs incurred.

(b) [Reserved]

(c) *Accounting for grant-related income—(1) Interest.* Pursuant to section 203 of the Intergovernmental Cooperation Act of 1968 (42 U.S.C. 4213), a State will not be held accountable for interest earned on grant funds, pending their disbursement for grant purposes. A State, as defined in section 102 of the Intergovernmental Cooperation Act, means any one of the several States, the District of Columbia, Puerto Rico, any territory or possession of the United States, or any agency or instrumentality of a State, but does not include the governments of the political subdivisions of the State. All grantees other than a State, as defined in this subsection, must return all interest earned on grant funds to the Federal Government.

(d) *Grant closeout—(1) Date of final accounting.* A grantee shall render, with respect to each approved project, a full account, as provided herein, as of the date of the termination of grant support. The Secretary may require other special and periodic accounting.

(2) *Final settlement.* There shall be payable to the Federal Government as final settlement with respect to each approved project the total sum of:

(i) Any amount not accounted for pursuant to paragraph (a) of this section;

(ii) Any credits for earned interest pursuant to paragraph (c)(1) of this section;

(iii) Any other amounts due pursuant to subparts F, M, and O of 45 CFR part 74.

Such total sum shall constitute a debt owed by the grantee to the Federal Government and shall be recovered from the grantee or its successors or

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assignees by setoff or other action as provided by law.

[36 FR 18465, Sept. 15, 1971, as amended at 38 FR 26199, Sept. 19, 1973]

§ 59.213 [Reserved]

§ 59.214 Additional conditions.

The Secretary may with respect to any grant award impose additional conditions prior to or at the time of any award when in his judgment such conditions are necessary to assure or protect advancement of the approved project, the interests of public health, or the conservation of grant funds.

§ 59.215 Applicability of 45 CFR part 74.

The provisions of 45 CFR part 74, establishing uniform administrative requirements and cost principles, shall apply to all grants under this subpart to State and local governments as those terms are defined in subpart A of that part 74. The relevant provisions of the following subparts of part 74 shall also apply to grants to all other grantee organizations under this subpart.

45 CFR PART 74

Subpart:

- A General.
- B Cash Depositories.
- C Bonding and Insurance.
- D Retention and Custodial Requirements for Records.
- F Grant-Related Income.
- G Matching and Cost Sharing.
- K Grant Payment Requirements.
- L Budget Revision Procedures.
- M Grant Closeout, Suspension, and Termination.
- O Property.
- Q Cost Principles.

[38 FR 26199, Sept. 19, 1973]

PART 59a—NATIONAL LIBRARY OF MEDICINE GRANTS

Subpart A—Grants for Establishing, Expanding, and Improving Basic Resources

Sec.

- 59a.1 Programs to which these regulations apply.
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Subpart B—Establishment of Regional Medical Libraries

- 59a.11 Programs to which these regulations apply.
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- 59a.13 Who is eligible for a grant?
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SOURCE: 56 FR 29189, June 26, 1991, unless otherwise noted.

Subpart A—Grants for Establishing, Expanding, and Improving Basic Resources

AUTHORITY: 42 U.S.C. 286b 2, 286b-5.

§ 59a.1 Programs to which these regulations apply.

(a) The regulations of this subpart apply to grants of funds, materials, or both, for establishing, expanding, and improving basic medical library resources as authorized by section 474 of the Act (42 U.S.C. 286b-5).

(b) This subpart also applies to cooperative agreements awarded for this purpose. In these circumstances, references to "grant(s)" shall include "cooperative agreements(s)."

§ 59a.2 Definitions.

Undefined terms have the same meaning as provided in the Act. As used in this subpart:

Act means the Public Health Service Act, as amended (42 U.S.C. 201 *et seq.*).

Project period—See § 59a.5(c).

Related instrumentality means a public or private institution, organization, or agency, other than a medical library, whose primary function is the acquisition, preservation, dissemination, and/or processing of information relating to the health sciences.

Secretary means the Secretary of Health and Human Services and any other official of the Department of Health and Human Services to whom the authority involved is delegated.

examination of the facts versus the interests of the subject(s) of the investigation and the PHS in a timely resolution of the matter. If the request is granted, the institution must file periodic progress reports as requested by the OSI. If satisfactory progress is not made in the institution's investigation, the OSI may undertake an investigation of its own.

(6) Upon receipt of the final report of investigation and supporting materials, the OSI will review the information in order to determine whether the investigation has been performed in a timely manner and with sufficient objectivity, thoroughness and competence. The OSI may then request clarification or additional information and, if necessary, perform its own investigation. While primary responsibility for the conduct of investigations and inquiries lies with the institution, the Department reserves the right to perform its own investigation at any time prior to, during, or following an institution's investigation.

(7) In addition to sanctions that the institution may decide to impose, the Department also may impose sanctions of its own upon investigators or institutions based upon authorities it possesses or may possess, if such action seems appropriate.

(b) The institution is responsible for notifying the OSI if it ascertains at any stage of the inquiry or investigation, that any of the following conditions exist:

(1) There is an immediate health hazard involved;

(2) There is an immediate need to protect Federal funds or equipment;

(3) There is an immediate need to protect the interests of the person(s) making the allegations or of the individual(s) who is the subject of the allegations as well as his/her co-investigators and associates, if any;

(4) It is probable that the alleged incident is going to be reported publicly.

(5) There is a reasonable indication of possible criminal violation. In that instance, the institution must inform OSI within 24 hours of obtaining that information. OSI will immediately notify the Office of the Inspector General.

§ 50.105 Institutional compliance.

Institutions shall foster a research environment that discourages misconduct in all research and that deals forthrightly with possible misconduct associated with research for which PHS funds have been provided or requested. An institution's failure to comply with its assurance and the requirements of this subpart may result in enforcement action against the institution, including loss of funding, and may lead to the OSI's conducting its own investigation.

Subpart B—Sterilization of Persons in Federally Assisted Family Planning Projects

§ 50.201 Applicability.

The provisions of this subpart are applicable to programs or projects for health services which are supported in whole or in part by Federal financial assistance, whether by grant or contract, administered by the Public Health Service.

§ 50.202 Definitions.

As used in this subpart:

Arrange for means to make arrangements (other than mere referral of an individual to, or the mere making of an appointment for him or her with, another health care provider) for the performance of a medical procedure on an individual by a health care provider other than the program or project.

Hysterectomy means a medical procedure or operation for the purpose of removing the uterus.

Institutionalized individual means an individual who is (1) involuntarily confined or detained, under a civil or criminal statute, in a correctional or rehabilitative facility, including a mental hospital or other facility for the care and treatment of mental illness, or (2) confined, under a voluntary commitment, in a mental hospital or other facility for the care and treatment of mental illness.

Mentally incompetent individual means an individual who has been declared mentally incompetent by a Federal, State, or local court of competent jurisdiction for any purpose unless he or she has been declared competent for

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purposes which include the ability to consent to sterilization.

Public Health Service means the Office of the Assistant Secretary for Health, Health Resources and Services Administration, National Institutes of Health, Centers for Disease Control, Alcohol, Drug Abuse and Mental Health Administration and all of their constituent agencies.

The *Secretary* means the Secretary of Health and Human Services and any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.

Sterilization means any medical procedure, treatment, or operation for the purpose of rendering an individual permanently incapable of reproducing.

[43 FR 52165, Nov. 8, 1978, as amended at 49 FR 38109, Sept. 27, 1984]

§ 50.203 Sterilization of a mentally competent individual aged 21 or older.

Programs or projects to which this subpart applies shall perform or arrange for the performance of sterilization of an individual only if the following requirements have been met:

- (a) The individual is at least 21 years old at the time consent is obtained.
- (b) The individual is not a mentally incompetent individual.
- (c) The individual has voluntarily given his or her informed consent in accordance with the procedures of § 50.204 of this subpart.
- (d) At least 30 days but not more than 180 days have passed between the date of informed consent and the date of the sterilization, except in the case of premature delivery or emergency abdominal surgery. An individual may consent to be sterilized at the time of premature delivery or emergency abdominal surgery, if at least 72 hours have passed after he or she gave informed consent to sterilization. In the case of premature delivery, the informed consent must have been given at least 30 days before the expected date of delivery.

§ 50.204 Informed consent requirement.

Informed consent does not exist unless a consent form is completed volun-

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tarily and in accordance with all the requirements of this section and § 50.205 of this subpart.

(a) A person who obtains informed consent for a sterilization procedure must offer to answer any questions the individual to be sterilized may have concerning the procedure, provide a copy of the consent form, and provide orally all of the following information or advice to the individual who is to be sterilized:

(1) Advice that the individual is free to withhold or withdraw consent to the procedure any time before the sterilization without affecting his or her right to future care or treatment and without loss or withdrawal of any federally funded program benefits to which the individual might be otherwise entitled;

(2) A description of available alternative methods of family planning and birth control;

(3) Advice that the sterilization procedure is considered to be irreversible;

(4) A thorough explanation of the specific sterilization procedure to be performed;

(5) A full description of the discomforts and risks that may accompany or follow the performing of the procedure, including an explanation of the type and possible effects of any anesthetic to be used;

(6) A full description of the benefits or advantages that may be expected as a result of the sterilization; and

(7) Advice that the sterilization will not be performed for at least 30 days except under the circumstances specified in § 50.203(d) of this subpart.

(b) An interpreter must be provided to assist the individual to be sterilized if he or she does not understand the language used on the consent form or the language used by the person obtaining the consent.

(c) Suitable arrangements must be made to insure that the information specified in paragraph (a) of this section is effectively communicated to any individual to be sterilized who is blind, deaf or otherwise handicapped.

(d) A witness chosen by the individual to be sterilized may be present when consent is obtained.

(e) Informed consent may not be obtained while the individual to be sterilized is:

- (1) In labor or childbirth;
- (2) Seeking to obtain or obtaining an abortion; or
- (3) Under the influence of alcohol or other substances that affect the individual's state of awareness.

(f) Any requirement of State and local law for obtaining consent, except one of spousal consent, must be followed.

§ 50.205 Consent form requirements.

(a) *Required consent form.* The consent form appended to this subpart or another consent form approved by the Secretary must be used.

(b) *Required signatures.* The consent form must be signed and dated by:

- (1) The individual to be sterilized; and
- (2) The interpreter, if one is provided; and
- (3) The person who obtains the consent; and
- (4) The physician who will perform the sterilization procedure.

(c) *Required certifications.* (1) The person obtaining the consent must certify by signing the consent form that:

(i) Before the individual to be sterilized signed the consent form, he or she advised the individual to be sterilized that no Federal benefits may be withdrawn because of the decision not to be sterilized,

(ii) He or she explained orally the requirements for informed consent as set forth on the consent form, and

(iii) To the best of his or her knowledge and belief, the individual to be sterilized appeared mentally competent and knowingly and voluntarily consented to be sterilized.

(2) The physician performing the sterilization must certify by signing the consent form, that:

(i) Shortly before the performance of the sterilization, he or she advised the individual to be sterilized that no Federal benefits may be withdrawn because of the decision not to be sterilized.

(ii) He or she explained orally the requirements for informed consent as set forth on the consent form, and

(iii) To the best of his or her knowledge and belief, the individual to be sterilized appeared mentally competent and knowingly and voluntarily consented to be sterilized. Except in the case of premature delivery or emergency abdominal surgery, the physician must further certify that at least 30 days have passed between the date of the individual's signature on the consent form and the date upon which the sterilization was performed. If premature delivery occurs or emergency abdominal surgery is required within the 30-day period, the physician must certify that the sterilization was performed less than 30 days but not less than 72 hours after the date of the individual's signature on the consent form because of premature delivery or emergency abdominal surgery, as applicable. In the case of premature delivery, the physician must also state the expected date of delivery. In the case of emergency abdominal surgery, the physician must describe the emergency.

(3) If an interpreter is provided, the interpreter must certify that he or she translated the information and advice presented orally, read the consent form and explained its contents and to the best of the interpreter's knowledge and belief, the individual to be sterilized understood what the interpreter told him or her.

§ 50.206 Sterilization of a mentally incompetent individual or of an institutionalized individual.

Programs or projects to which this subpart applies shall not perform or arrange for the performance of a sterilization of any mentally incompetent individual or institutionalized individual.

§ 50.207 Sterilization by hysterectomy.

(a) Programs or projects to which this subpart applies shall not perform or arrange for the performance of any hysterectomy solely for the purpose of rendering an individual permanently incapable of reproducing or where, if there is more than one purpose to the procedure, the hysterectomy would not be performed but for the purpose of rendering the individual permanently incapable of reproducing.

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(b) Except as provided in paragraph (c) of this section, programs or projects to which this subpart applies may perform or arrange for the performance of a hysterectomy not covered by paragraph (a) of this section only if:

(1) The person who secures the authorization to perform the hysterectomy has informed the individual and her representative, if any, orally and in writing, that the hysterectomy will make her permanently incapable of reproducing; and

(2) The individual or her representative, if any, has signed a written acknowledgment of receipt of that information.

(c)(1) A program or project is not required to follow the procedures of paragraph (b) of this section if either of the following circumstances exists:

(i) The individual is already sterile at the time of the hysterectomy.

(ii) The individual requires a hysterectomy because of a life-threatening emergency in which the physician determines that prior acknowledgment is not possible.

(2) If the procedures of paragraph (b) of this section are not followed because one or more of the circumstances of paragraph (c)(1) exist, the physician who performs the hysterectomy must certify in writing:

(i) That the woman was already sterile, stating the cause of that sterility; or

(ii) That the hysterectomy was performed under a life-threatening emergency situation in which he or she determined prior acknowledgment was not possible. He or she must also include a description of the nature of the emergency.

[43 FR 52165, Nov. 8, 1978, as amended at 47 FR 33701, Aug. 4, 1982]

§ 50.208 Program or project requirements.

(a) A program or project must, with respect to any sterilization procedure or hysterectomy it performs or arranges, meet all requirements of this subpart.

(b) The program or project shall maintain sufficient records and documentation to assure compliance with these regulations, and must retain such data for at least 3 years.

(c) The program or project shall submit other reports as required and when requested by the Secretary.

§ 50.209 Use of Federal financial assistance.

(a) Federal financial assistance administered by the Public Health Service may not be used for expenditures for sterilization procedures unless the consent form appended to this section or another form approved by the Secretary is used.

(b) A program or project shall not use Federal financial assistance for any sterilization or hysterectomy without first receiving documentation showing that the requirements of this subpart have been met. Documentation includes consent forms, and as applicable, either acknowledgments of receipt of hysterectomy information or certification of an exception for hysterectomies.

[43 FR 52165, Nov. 8, 1978, as amended at 47 FR 33701, Aug. 4, 1982]

§ 50.210 Review of regulation.

The Secretary will request public comment on the operation of the provisions of this subpart not later than 3 years after their effective date.

**APPENDIX TO SUBPART B OF PART 50—
REQUIRED CONSENT FORM**

NOTICE: YOUR DECISION AT ANY TIME NOT TO BE STERILIZED WILL NOT RESULT IN THE WITHDRAWAL OR WITHHOLDING OF ANY BENEFITS PROVIDED BY PROGRAMS OR PROJECTS RECEIVING FEDERAL FUNDS.

CONSENT TO STERILIZATION

I have asked for and received information about sterilization from _____ (doctor or clinic). When I first asked for the information, I was told that the decision to be sterilized is completely up to me. I was told that I could decide not to be sterilized. If I decide not to be sterilized, my decision will not affect my right to future care or treatment. I will not lose any help or benefits from programs receiving Federal funds, such as A.F.D.C. or medicaid that I am now getting or for which I may become eligible.

I UNDERSTAND THAT THE STERILIZATION MUST BE CONSIDERED PERMANENT AND NOT REVERSIBLE. I HAVE DECIDED THAT I DO NOT WANT TO BECOME PREGNANT, BEAR CHILDREN OR FATHER CHILDREN.

I was told about those temporary methods of birth control that are available and could be provided to me which will allow me to bear or father a child in the future. I have rejected these alternatives and chosen to be sterilized.

I understand that I will be sterilized by an operation known as a _____. The discomforts, risks and benefits associated with the operation have been explained to me. All my questions have been answered to my satisfaction.

I understand that the operation will not be done until at least 30 days after I sign this form. I understand that I can change my mind at any time and that my decision at any time not to be sterilized will not result in the withholding of any benefits or medical services provided by federally funded programs.

I am at least 21 years of age and was born on ____ (day), ____ (month), ____ (year).

I, _____, hereby consent of my own free will to be sterilized by _____ by a method called _____. My consent expires 180 days from the date of my signature below.

I also consent to the release of this form and other medical records about the operation to:

Representatives of the Department of Health and Human Services or

Employees of programs or projects funded by that Department but only for determining if Federal laws were observed.

I have received a copy of this form.

Signature _____
Date: _____
(Month, day, year)

You are requested to supply the following information, but it is not required:

Race and ethnicity designation (please check)

- Black (not of Hispanic origin) _____
- Hispanic _____
- Asian or Pacific Islander _____
- American Indian or Alaskan native _____
- White (not of Hispanic origin) _____

INTERPRETER'S STATEMENT

If an interpreter is provided to assist the individual to be sterilized:

I have translated the information and advice presented orally to the individual to be sterilized by the person obtaining this consent. I have also read him/her the consent form in _____ language and explained its contents to him/her. To the best of my knowledge and belief he/she understood this explanation.

Interpreter _____
Date _____

STATE OF PERSON OBTAINING CONSENT

Before _____ (name of individual), signed the consent form, I explained to him/her the nature of the sterilization operation _____ the fact that it is intended to be a final and irreversible procedure and the discomforts, risks and benefits associated with it.

I counseled the individual to be sterilized that alternative methods of birth control are available which are temporary. I explained that sterilization is different because it is permanent.

I informed the individual to be sterilized that his/her consent can be withdrawn at any time and that he/she will not lose any health services or any benefits provided by Federal funds.

To the best of my knowledge and belief the individual to be sterilized is at least 21 years old and appears mentally competent. He/She knowingly and voluntarily requested to be sterilized and appears to understand the nature and consequence of the procedure.

Signature of person obtaining consent _____
Date _____
Facility _____
Address _____

PHYSICIAN'S STATEMENT

Shortly before I performed a sterilization operation upon _____ (name of individual to be sterilized), on _____ (date of sterilization), _____ (operation). I explained to him/her the nature of the sterilization operation _____ (specify type of operation), the fact that it is intended to be a final and irreversible procedure and the discomforts, risks and benefits associated with it.

I counseled the individual to be sterilized that alternative methods of birth control are available which are temporary. I explained that sterilization is different because it is permanent.

I informed the individual to be sterilized that his/her consent can be withdrawn at any time and that he/she will not lose any health services or benefits provided by Federal funds.

To the best of my knowledge and belief the individual to be sterilized is at least 21 years old and appears mentally competent. He/She knowingly and voluntarily requested to be sterilized and appeared to understand the nature and consequences of the procedure.

(Instructions for use of alternative final paragraphs: Use the first paragraph below except in the case of premature delivery or emergency abdominal surgery where the sterilization is performed less than 30 days after the date of the individual's signature on the consent form. In those cases, the second paragraph below must be used. Cross out the paragraph which is not used.)

§ 50.301

42 CFR Ch. I (10-1-00 Edition)

(1) At least 30 days have passed between the date of the individual's signature on this consent form and the date the sterilization was performed.

(2) This sterilization was performed less than 30 days but more than 72 hours after the date of the individual's signature on this consent form because of the following circumstances (check applicable box and fill in information requested):

- ☐ Premature delivery
Individual's expected date of delivery:
☐ Emergency abdominal surgery:
(Describe circumstances):

Physician
Date

[43 FR 52165, Nov. 8, 1978, as amended at 58 FR 33343, June 17, 1993]

Subpart C--Abortions and Related Medical Services in Federally Assisted Programs of the Public Health Service

AUTHORITY: Sec. 118, Pub. L. 96-86, Oct. 12, 1979, unless otherwise noted.

SOURCE: 43 FR 4570, Feb. 2, 1978, unless otherwise noted.

§ 50.301 Applicability.

The provisions of this subpart are applicable to programs or projects for health services which are supported in whole or in part by Federal financial assistance, whether by grant or contract, appropriated to the Department of Health and Human Services and administered by the Public Health Service.

§ 50.302 Definitions.

As used in this subpart: (a) Law enforcement agency means an agency, or any part thereof, charged under applicable law with enforcement of the general penal statutes of the United States, or of any State or local jurisdiction.

(b) Medical procedures performed upon a victim of rape or incest means any medical service, including an abortion, performed for the purpose of preventing or terminating a pregnancy arising out of an incident of rape or incest.

(c) Physician means a doctor of medicine or osteopathy legally authorized to practice medicine and surgery by the State in which he or she practices.

(d) Public health service means: (1) An agency of the United States or of a State or local government, that provides health or medical services; and

(2) A rural health clinic, as defined under section 1(d)(aa)(2) of Pub. L. 95-210, 91 Stat. 1485; except that any agency or facility whose principal function is the performance of abortions is specifically excluded from this definition.

§ 50.303 General rule.

Federal financial participation is not available for the performance of an abortion in programs or projects to which this subpart applies except under circumstances described in § 50.304 or § 50.306.

[43 FR 4570, Feb. 2, 1978, as amended at 44 FR 61598, Oct. 26, 1979]

§ 50.304 Life of the mother would be endangered.

Federal financial participation is available in expenditures for an abortion when a physician has found, and so certified in writing to the program or project, that on the basis of his/her professional judgment, the life of the mother would be endangered if the fetus were carried to term. The certification must contain the name and address of the patient.

(Sec. 101, Pub. L. 95 205, 91 Stat. 1461, Dec. 9, 1977)

[43 FR 13868, July 21, 1978]

§ 50.305 [Reserved]

§ 50.306 Rape and incest.

Federal financial participation is available in expenditures for medical procedures performed upon a victim of rape or incest if the program or project has received signed documentation from a law enforcement agency or public health service stating:

(a) That the person upon whom the medical procedure was performed was reported to have been the victim of an incident of rape or incest;

(b) The date on which the incident occurred;

(c) The date on which the report was made, which must have been within 60 days of the date on which the incident occurred;

ARIZONA FAMILY HEALTH PARTNERSHIP

Request for Title X Contract Funds

AGENCY: _____

The above referenced agency is requesting contracted Title X funds in the amount of:

BASE FUNDS:		
_____ This is a request for advance funds for expenses to be incurred in:	_____	\$ _____
	(Month/Year)	
_____ This is a request for reimbursement for expenses incurred in:	_____	
	(Month/Year)	

HIV FUNDS:		
_____ This is a request for advance funds for expenses to be incurred in:	_____	\$ _____
	(Month/Year)	
_____ This is a request for reimbursement for expenses incurred in:	_____	
	(Month/Year)	

Other Special Project: (Specify) _____		
_____ advance funds		\$ _____
_____ reimbursement (Month/Year) _____		
Other Special Project: (Specify) _____		
_____ advance funds		\$ _____
_____ reimbursement (Month/Year) _____		

TOTAL: \$ _____

By requesting funding of this amount, the undersigned certifies that all prior advanced contracted Title X funds and Title X generated client fees and donations have been expended by this agency.

Authorized Signature

Date

Title



Meeting Date: February 5th, 2013

DATE: Revised January 28, 2013

TO: Honorable Chairwoman and Members of the Board

FROM: Lucinda Andreani, Deputy Director of Public Works

SUBJECT: Adoption of the Resolution to Dissolve Buckboard Trail County Improvement District and Release of Lien

RECOMMENDATION:

Staff recommends that the Board of Directors of the Buckboard Trail County Improvement District adopt Resolution BTCID No. 2013-01 to dissolve Buckboard Trail County Improvement District.

BACKGROUND:

Buckboard Trail County Improvement District was established by the Coconino County Board of Supervisors on June 25, 2002 as a County Improvement District with Resolution 2000-41. District members completed their road assessment payments October 25, 2011.

The dissolution of this District benefits in the public because it will create less confusion in the tax information for all the property owners residing in the District. The dissolution of the District will also benefit the County since staff will receive fewer inquiries from Title companies and the Public regarding road assessments. If the Resolution is adopted by the Board of Directors the Assessor will remove the district from the tax roll.

The funds in the District's accounts are approximately \$15,568.54. The funds will be transferred to the National Forest Fees Fund.

ALTERNATIVES:

The Board of Directors may decide not to dissolve the District.

FISCAL IMPACT:

The National Forest Fees Fund will increase by approximately \$15, 568.54.

REVIEWED BY ELECTRONIC ROUTING

ATTACHMENTS:

Resolution BTCID No. 2013-01

**BUCKBOARD TRAIL ROAD IMPROVEMENT DISTRICT
RESOLUTION BTCID NO. 2013-01
DISSOLUTION OF DISTRICT & NOTICE OF RELEASE OF LIEN**

WHEREAS, Buckboard Trail Road Improvement District (hereinafter the "District") levied assessments against lots in the District on June 25, 2002 to finance the construction of improvements within the District (hereinafter the "Assessments"); and

WHEREAS, pursuant to ARS § 48-927(H) such Assessments were liens upon the respective lots in the District until the Assessments were paid in full; and

WHEREAS, pursuant to ARS § 48-927(H) such liens terminated when the respective Assessments were paid in full; and

WHEREAS, all of the Assessments have been paid in full; and

WHEREAS, the operation and maintenance functions of the District have been taken over by Coconino County, Arizona, a political subdivision of the State of Arizona; and

WHEREAS, pursuant to ARS §48-959, good cause exists to formally dissolve the District,

THEREFORE, TAKE NOTICE that all liens based upon the Assessments have been released by operation of law and the District is dissolved. The Assessor is instructed to remove the tax area codes from the affected parcels.

NOW THEREFORE BE IT RESOLVED:

1. That the remaining fund balance of approximately \$15,568.54 be transferred to the National Forest Fees~~Highway User Revenue~~ Fund (~~HURF~~) pursuant to A.R.S. 48-958;
2. That the District is dissolved pursuant to A.R.S. 48-959, effective February 5, 2013;
3. That the Clerk of the Board of Supervisors file with the Department of Revenue a certified copy of this resolution and notify the County Treasurer and Assessor of the dissolution of the taxing district.

DATED this 5th-day of February, 2013.

C

Chairwoman, Board of Directors

ATTEST:

C

Secretary of the Board



Meeting Date: February 5th, 2013

DATE: Revised January 28, 2013

TO: Honorable Chairwoman and Members of the Board

FROM: Lucinda Andreani, Deputy Director of Public Works

SUBJECT: Adoption of the Resolution to Dissolve Linda Lane County Improvement District and Release of Lien

RECOMMENDATION:

Staff recommends that the Board of Directors of the Linda Lane County Improvement District adopt Resolution LLCID No. 2013-01 to dissolve Linda Lane County Improvement District.

BACKGROUND:

Linda Lane County Improvement District was established by the Coconino County Board of Supervisors on June 7, 1999 as a County Improvement District with Resolution 99-52. District members completed their road assessment payments October 25, 2009.

The dissolution of this District benefits in the public because it will create less confusion in the tax information for all the property owners residing in the District. The dissolution of the District will also benefit the County since staff will receive fewer inquiries from Title companies and the Public regarding road assessments. If the Resolution is adopted by the Board of Directors the Assessor will remove the district from the tax roll.

The funds in the District's accounts are approximately \$6,558.10. The funds will be transferred to the National Forest Fees Fund.

ALTERNATIVES:

The Board of Directors may decide not to dissolve the District.

FISCAL IMPACT:

The National Forest Fees Fund will increase by approximately \$6,558.10.

REVIEWED BY ELECTRONIC ROUTING

ATTACHMENTS:

Resolution LLCID No. 2013-01

**LINDA LANE ROAD IMPROVEMENT DISTRICT
RESOLUTION LLCID NO. 2013-01
DISSOLUTION OF DISTRICT & NOTICE OF RELEASE OF LIEN**

WHEREAS, Linda Lane Road Improvement District (hereinafter the "District") levied assessments against lots in the District on June 7, 1999 to finance the construction of improvements within the District (hereinafter the "Assessments"); and

WHEREAS, pursuant to ARS § 48-927(H) such Assessments were liens upon the respective lots in the District until the Assessments were paid in full; and

WHEREAS, pursuant to ARS § 48-927(H) such liens terminated when the respective Assessments were paid in full; and

WHEREAS, all of the Assessments have been paid in full; and

WHEREAS, the operation and maintenance functions of the District have been taken over by Coconino County, Arizona, a political subdivision of the State of Arizona; and

WHEREAS, pursuant to ARS §48-959, good cause exists to formally dissolve the District,

THEREFORE, TAKE NOTICE that all liens based upon the Assessments have been released by operation of law and the District is dissolved. The Assessor is instructed to remove the tax area codes from the affected parcels.

NOW THEREFORE BE IT RESOLVED:

1. That the remaining fund balance of approximately \$6,558.10 be transferred to the National Forest Fees Highway User Revenue Fund (~~HURF~~) pursuant to A.R.S. 48-958;
2. That the District is dissolved pursuant to A.R.S. 48-959, effective February 5, 2013;
3. That the Clerk of the Board of Supervisors file with the Department of Revenue a certified copy of this resolution and notify the County Treasurer and Assessor of the dissolution of the taxing district.

DATED this 5th day of February, 2013.

C

Chairwoman, Board of Directors

ATTEST:

C

Secretary of the Board



Meeting Date: February 5th, 2013

DATE: Revised January 28, 2013

TO: Honorable Chairman and Members of the Board

FROM: Lucinda Andreani, Deputy Director of Public Works

SUBJECT: Adoption of the Resolution to Dissolve Rodeo Drive County Improvement District and Release of Lien

RECOMMENDATION:

Staff recommends that the Board of Directors of the Rodeo Drive County Improvement District adopt Resolution RDCID No. 2013-01 to dissolve Rodeo Drive County Improvement District.

BACKGROUND:

Rodeo Drive County Improvement District was established by the Coconino County Board of Supervisors on May 17, 1999 as a County Improvement District with Resolution 99-42. District members completed their road assessment payments October 25, 2009.

The dissolution of this District benefits in the public because it will create less confusion in the tax information for all the property owners residing in the District. The dissolution of the District will also benefit the County since staff will receive fewer inquiries from Title companies and the Public regarding road assessments. If the Resolution is adopted by the Board of Directors the Assessor will remove the district from the tax roll.

The funds in the District's accounts are approximately \$3,112.49. The funds will be transferred to the National Forest Fees Fund.

ALTERNATIVES:

The Board of Directors may decide not to dissolve the District.

FISCAL IMPACT:

The National Forest Fees Fund will increase by approximately \$3,112.49.

REVIEWED BY ELECTRONIC ROUTING

ATTACHMENTS:

Resolution RDCID No. 2013-01

**RODEO DRIVE ROAD IMPROVEMENT DISTRICT
RESOLUTION RDCID NO. 2013-01
DISSOLUTION OF DISTRICT & NOTICE OF RELEASE OF LIEN**

WHEREAS, Rodeo Drive Road Improvement District (hereinafter the "District") levied assessments against lots in the District on May 17, 1999 to finance the construction of improvements within the District (hereinafter the "Assessments"); and

WHEREAS, pursuant to ARS § 48-927(H) such Assessments were liens upon the respective lots in the District until the Assessments were paid in full; and

WHEREAS, pursuant to ARS § 48-927(H) such liens terminated when the respective Assessments were paid in full; and

WHEREAS, all of the Assessments have been paid in full; and

WHEREAS, the operation and maintenance functions of the District have been taken over by Coconino County, Arizona, a political subdivision of the State of Arizona; and

WHEREAS, pursuant to ARS §48-959, good cause exists to formally dissolve the District,

THEREFORE, TAKE NOTICE that all liens based upon the Assessments have been released by operation of law and the District is dissolved. The Assessor is instructed to remove the tax area codes from the affected parcels.

NOW THEREFORE BE IT RESOLVED:

1. That the remaining fund balance of approximately \$3,112.49 be transferred to the National Forest Fees Highway User Revenue Fund (HURF) pursuant to A.R.S. 48-958;
2. That the District is dissolved pursuant to A.R.S. 48-959, effective February 5, 2013;
3. That the Clerk of the Board of Supervisors file with the Department of Revenue a certified copy of this resolution and notify the County Treasurer and Assessor of the dissolution of the taxing district.

DATED this 5th day of February, 2013.

C

Chairwoman, Board of Directors

ATTEST:

C

Secretary of the Board



Meeting Date: February 5th, 2013

DATE: Revised January 28, 2013

TO: Honorable Chairwoman and Members of the Board

FROM: Lucinda Andreani, Deputy Director of Public Works

SUBJECT: Adoption of the Resolution to Dissolve Rudd Tank County Improvement District and Release of Lien

RECOMMENDATION:

Staff recommends that the Board of Directors of the Rudd Tank County Improvement District adopt Resolution RTCID No. 2013-01 to dissolve Rudd Tank County Improvement District.

BACKGROUND:

Rudd Tank County Improvement District was established by the Coconino County Board of Supervisors on September 19, 1994 as a County Improvement District with Resolution 94-38. District members completed their road assessment payments December 2006.

The dissolution of this District benefits in the public because it will create less confusion in the tax information for all the property owners residing in the District. The dissolution of the District will also benefit the County since staff will receive fewer inquiries from Title companies and the Public regarding road assessments. If the Resolution is adopted by the Board of Directors the Assessor will remove the district from the tax roll.

The funds in the District's accounts are approximately \$43.27. The funds will be transferred to the General Fund due to litigation costs.

ALTERNATIVES:

The Board of Directors may decide not to dissolve the District.

FISCAL IMPACT:

The General Fund will increase by approximately \$43.27.

REVIEWED BY ELECTRONIC ROUTING

ATTACHMENTS:

Resolution RTCID No. 2013-01

**Rudd Tank Road County Improvement District
RESOLUTION RTCID NO. 2013-01
DISSOLUTION OF DISTRICT & NOTICE OF RELEASE OF LIEN**

Field Code Changed

WHEREAS, the Rudd Tank Road County Improvement District (hereinafter the "District") levied assessments against lots in the District on September 19, 1994 to finance the construction of improvements within the District (hereinafter the "Assessments"); and

WHEREAS, pursuant to ARS § 48-927(H) such Assessments were liens upon the respective lots in the District until the Assessments were paid in full; and

WHEREAS, pursuant to ARS § 48-927(H) such liens terminated when the respective Assessments were paid in full; and

WHEREAS, all of the Assessments have been paid in full; and

WHEREAS, the operation and maintenance functions of the District have been taken over by Coconino County, Arizona, a political subdivision of the State of Arizona; and

WHEREAS, pursuant to ARS §48-959, good cause exists to formally dissolve the District,

THEREFORE, TAKE NOTICE that all liens based upon the Assessments have been released by operation of law and the District is dissolved. The Assessor is instructed to remove the tax area codes from the affected parcels.

NOW THEREFORE BE IT FURTHER RESOLVED:

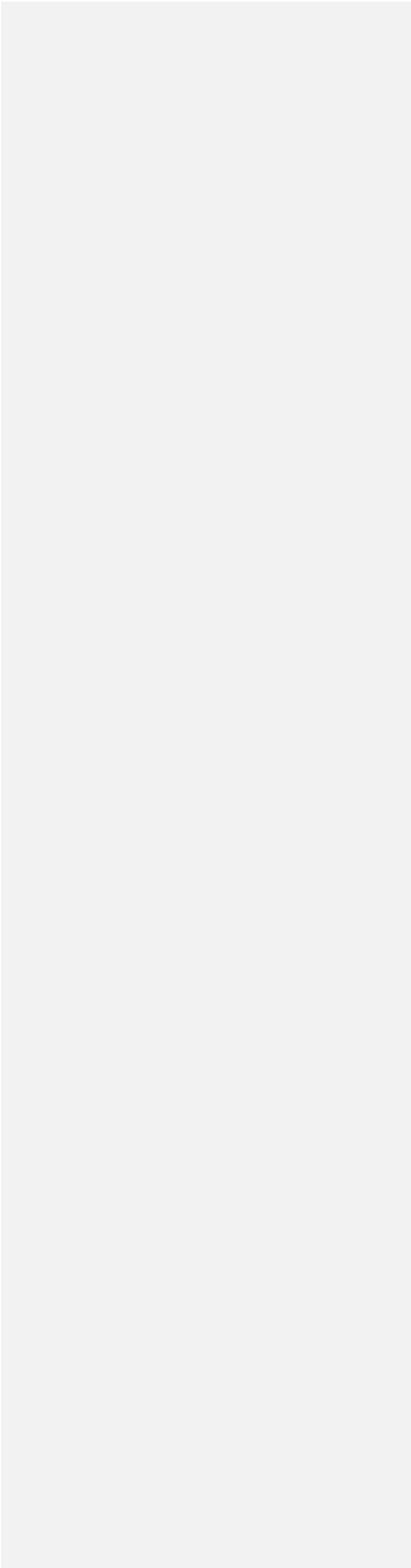
1. That the remaining fund balance of approximately \$43.27 be transferred to the Coconino County General Fund pursuant to A.R.S. 48-958;
2. That the District is dissolved pursuant to A.R.S. 48-959, effective February 5, 2013;
3. That the Clerk of the Board of Supervisors file with the Department of Revenue a certified copy of this resolution and notify the County Treasurer and Assessor of the dissolution of the taxing district.

DATED this 5th day of February, 2013.

Chairwoman, Board of Directors

ATTEST:

Clerk of the Board





Meeting Date: February 5, 2013

DATE: January 18, 2013

TO: Honorable Chairman and Members of the Board

FROM: Lucinda Andreani, Deputy Director of Public Works

SUBJECT: Approval of the Board of Supervisors to accept funding in the amount of \$25,282.24 from the dissolution of four completed County Road Improvement Districts.

RECOMMENDATION:

Staff recommends that the Board of Supervisors accept fund balances from the dissolution of four completed County Road Improvement Districts: Buckboard Trail County Improvement District, Linda Lane County Improvement District, Rodeo Drive County Improvement District, and Rudd Tank County Improvement District. Fund balances remain in each of the district funds.

BACKGROUND:

There are four County Improvement Districts in which both construction and payment of road assessments have been completed. These Districts are Buckboard Trail County Improvement District, Linda Lane County Improvement District, Rodeo Drive County Improvement District, and Rudd Tank County Improvement District. Citizens in these districts have paid their assessments and the County has taken over the maintenance and repair of these road projects.

Arizona Revised Statutes (ARS) Chapter 48 Title 6 (48-959) authorizes the Board of Directors for each County Improvement District to dissolve the district when all bonds and other obligations of the district are paid and operation and maintenance of functions of the district are taken over by the County.

Staff recommends the Board approve placing remaining funds from Buckboard Trail County Improvement District, Linda Lane County Improvement District, and Rodeo Drive County Improvement District into the Forest Fees Fund and the remaining funds from Rudd Tank County Improvement District into the General Fund to cover legal fees.

Buckboard Trail – approximately \$15,568.54
Linda Lane – approximately \$6,558.10
Rodeo Drive – approximately \$3,112.49
Rudd Tank – approximately \$43.27

The exact amounts within the fund balances are accruing interest and will continue to increase over time.

ALTERNATIVES:

As an alternative, the Board can elect to place the remaining fund balances into the General Fund.

FISCAL IMPACT:

The Forest Fees Fund will increase by approximately \$25, 239.13.

The General Fund will increase by approximately \$43.27.

REVIEWED BY ELECTRONIC ROUTING



TARGET WORK SESSION DATE: 2/5/2013

DATE: January 14, 2013

TO: Honorable Chair and Members of the Board

FROM: Gary Kremerik, Court Administrator

SUBJECT: Public Hearing- Approval of the Home Detention/Electronic Monitoring/Continuous Alcohol Monitoring Program

RECOMMENDATION:

Approve Resolution 2012-10, to establish a home detention program for persons who are sentenced to jail confinement pursuant to §28-1381 or §28-1382.

BACKGROUND:

On January 1, 2012, Senate Bill 1200 went into effect allowing a county to establish a home detention program. The program must be approved by the presiding justice of the peace for the county and by a majority vote of the full membership of the Board of Supervisors after a public hearing and finding of necessity.

A county-wide subcommittee was formed to review the legislation and determine if a home detention program would be beneficial to Coconino County. The subcommittee determined that it could be a good alternative to jail and proceeded with the development of the program.

The Court is asking that the Board of Supervisors approve the establishment of this program. The implementation of this program will take place within a couple of weeks of the program being approved.

ALTERNATIVES:

The alternative would be not to implement the home detention program and continue to operate status quo.

FISCAL IMPACT:

Current court and probation staff will absorb the additional duties. Depending on the program growth we may present additional information to the Board of Supervisors and submit a request for funding additional staff to manage the program. We will be monitoring the program closely to ensure the program does not take away from the other duties staff must perform.

The cost of the monitoring device(s) will be paid for by the defendant.

ATTACHMENTS:

Resolution

Approval from the Presiding Justice of the Peace for Coconino County, Mark Baron
Program Business Rules

RESOLUTION No. 2013-10

**A RESOLUTION OF THE COCONINO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE ESTABLISHMENT OF A HOME DETENTION/
CONTINUOUS ALCOHOL MONITORING AND HOME DETENTION PROGRAM**

WHEREAS, the Coconino County Board of Supervisors (the “Board”) may, pursuant to Ariz.Rev.Stat. §11-251.15(H), establish a home detention program for persons who are sentenced to jail confinement pursuant to §28-1381 or §28-1382; and

WHEREAS, the Board may, pursuant to Ariz.Rev.Stat. §11-251.15(I), establish a continuous alcohol monitoring program for persons who are sentenced to jail confinement pursuant to §28-1381 or §28-1382, which shall be treated the same as confinement in jail; and

WHEREAS, the Board has been advised by the Presiding Justice of the Peace of the Coconino County Courts that such programming alternatives to incarceration conforming to §11-251.15(H) have been devised, addressing: participant eligibility; participant enrollment; electronic monitoring of both physical location and alcohol consumption while so confined; prohibition against participant’s association with persons determined to be detrimental to participant’s success; termination of defendant’s eligibility to participate; and participant’s responsibility for incurring the financial cost for the programming; and

WHEREAS, a full membership of the Board has convened to conduct a Public Hearing to consider the matter of adopting this Resolution for its purpose and intents described herein;

NOW, THEREFORE, BE IT RESOLVED THAT THE COCONINO COUNTY BOARD OF SUPERVISORS:

- 1. FINDS**, as a result of the evidence produced at Public Hearing, that a public necessity exists for the establishment of a Home Detention/Continuous Alcohol Monitoring Program for prisoners sentenced to confinement in jail pursuant to §28-1381 or §28-1382.

2. FINDS, that on the date of the Public Hearing and adoption of this Resolution, all members of the Coconino County Board of Supervisors were present in attendance and that a majority of the Board approved this Resolution.

BE IT FURTHER RESOLVED;

3. That, pursuant to §11-251.15, and subsections (A),(H) & (I), said Home Detention/Continuous Alcohol Monitoring Program for eligible sentenced prisoners is hereby established and shall be treated the same as confinement in jail.
4. That said Program shall be administered pursuant to the enabling legislation §11-251.15, inclusive of subsections (H) thru (M).
5. That said Program shall require approval of the Presiding Judge of the Coconino County Justice Court (the “Presiding Judge”) prior to implementation.
6. That the Presiding Judge, with the assistance of the chief Coconino County Court Administrator, is authorized to lawfully procure a third party vendor to fully implement the Program, at no cost to Coconino County, and reserving the Board’s authority to promptly terminate the Program (pursuant to §11-251.15(N)) without financial recourse to the County.
7. That the Presiding Judge shall further implement the prisoner’s fee for participation at the maximum statutory amount authorized so as to offset related operational costs of the Program.
8. That the Presiding Judge may institute lesser amounts for prisoner costs and fees if the prisoner satisfactorily demonstrates the inability to pay the full costs and fees for the Program, as determined by the Presiding Judge on a case-by-case basis.
9. That the Board reserves all authority to terminate the Program by majority vote of the full membership of the Board (§11-251.15(N), in its sole and absolute discretion, with or without cause.

ADOPTED AND APPROVED, this ___ day of _____, 2013.

Elizabeth Archuleta, Chairperson
Coconino County Board of Supervisors

ATTEST:

Wendy Escoffier, Clerk
Coconino County Board of Supervisors

APPROVED AS TO FORM AND WITHIN POWERS:

Deputy County Attorney



Fredonia Justice Court
112 N. Main, PO Box 559
Fredonia, AZ 86022

Hon. Mark Baron, Justice of the Peace

Jacque Hughes, Court Clerk

November 16, 2012

Honorable Mark R. Moran
Presiding Judge of Superior Court
Coconino County

RE: Home Detention/Electronic Monitoring/Continuous Alcohol Monitoring Program

Dear Judge Moran:

On January 1, 2012 Senate Bill 1200 went into effect allowing a county to establish a home detention program for eligible sentenced prisoners, which shall be treated the same as confinement in jail. The statute requires that the Presiding Justice of the Peace of the County Justice Court approve the program before its implementation.

A workgroup comprised of various departments across the county including representation from the County Attorney's Office, Public Defender's Office, Legal Defender's Office, Adult Probation, Justice of the Peace, Flagstaff Municipal Court and the County Jail have met several times to discuss and develop this program.

The workgroup has worked hard over the past several months at developing business rules of this program. I have reviewed the business rules and believe this program will be a great alternative option for Judges to use both for pre-trial release and sentencing. Therefore, I am approving the implementation of the home detention/electronic monitoring/continuous alcohol monitoring program for Coconino County.

Sincerely,

Mark Baron
Presiding Justice of the Peace

Coconino County
Home Detention Electronic Monitoring and Continuous Alcohol Monitoring
Program Business Rules

***for Pre-Trial and Probation please see page 6 & 7**

Definitions:

Home Detention: means a person is to be at home at all times except when they have permission to leave the home. The person has been installed with equipment able to confirm if the person whom it is issued to is at home.

Continuous Alcohol Monitoring: means a device capable of testing and recording alcohol consumption levels and automatically and periodically transmitting such information regardless of the location of the person being tested.

Electronic Monitoring Device: means the defendant is placed under the control of a monitoring device that monitors the defendant's location in order to determine compliance with courts orders.

Provider: Private Company selected to contract with the Coconino County Superior and Justice Courts to provide alcohol monitoring and electronic monitoring for home detention.

HDEM: Home Detention Electronic Monitoring.

Post Conviction
(Not including those on Probation- See page 6 & 7)

Entry Rules:

1. Pursuant to A.R.S. 11-251.15 the program is restricted to defendants with no history of violent behavior and do not constitute a risk to themselves or others.
2. The defendant is eligible to enter the program if the date of violation is on or after 1/1/2012.
3. If the defendant is sentenced under 28-1381, subsection K or 28-1382, subsection D or E, the defendant must first serve a minimum of twenty per cent of the initial term of incarceration in jail before being placed under HDEM.
4. If the defendant is sentenced under 28-1381, subsection I, the defendant must first serve a minimum of one day in jail.
5. If the defendant is sentenced under 28-1381 or 28-1382 the defendant must be tested at least once a day for the use of alcoholic beverages or drugs by a scientific method that is

not limited to urinalysis or a breath or intoxication test in the defendant's home or at the office of a person designated by the court to conduct these tests.

6. The defendant must have a stable residence in Arizona or Southern Utah.
7. HDEM program is available only to defendants who reside in Arizona or Southern Utah (ability to serve jail time in county jail and be monitored by the contracted provider).
8. If the state opposes HDEM it will be reflected in the plea agreement; the state will remain silent on HDEM if there is no opposition. The state requests an opportunity for input before the decision is made by the court regarding entry into the HDEM program if the defendant enters a plea to the court or if the defendant requests HDEM after entering into a plea agreement in which HDEM was opposed by the state.
9. The Judge determines if the defendant is eligible to be referred to the home detention program. A Home Detention Order must be completed and signed by the defendant and judge. (NOTE: Any new jail order requires a modified HDEM order).
10. The court will notify the provider of the referral.
11. The defendant must contact, schedule and attend the intake with the vendor prior to the jail sentence (if there is a jail sentence); the defendant will need up to 10 days from date of sentence before reporting to the Coconino County Jail.
12. The provider will notify the court the results of the screening (accepted, rejected, FTA).
13. If the program is used for pre-trial release, the court must notify the provider prior to the person being released from jail. The provider must conduct a screening and notify the court of the results (accepted or rejected).
14. The defendant must contact, schedule and attend the intake within three (3) business days of being released.

In Compliance Rules:

1. The defendant may be required to remain alcohol free. If the defendant is ordered to remain alcohol free alcohol of any kind, including beverage, food, mouthwash, or non-prescribed medication, is strictly forbidden.
2. The defendant must meet all program conditions.
3. If the defendant is sentenced under 28-1381 subsection I or K or 28-1382, subsection D or E, the defendant must participate in an alcohol or drug program, or both.
4. If the defendant is sentenced under 28-1381 subsection I or K or 28-1382, subsection D or E, the defendant cannot associate with any individual determined to be detrimental to the defendant's successful participation in the program.
5. If consecutive hours of jail time are ordered, the defendant shall be required to remain at home during the consecutive hours ordered.
6. The defendant must meet all court orders.
7. The defendant must conduct community restitution in the approved manner if required by court order.

8. The defendant can change his/her address with the approval of the provider and must provide his/her new address to the court.
9. The provider must notify the court when the participant completes the program.

Alleged Out of Compliance Rules:

1. For those who are sentenced under 28-1381 or 28-1382, per statute the Court **must** terminate a defendant's participation in the home detention or continuous alcohol monitoring program and require the defendant to complete the remaining term of the jail sentence by jail confinement if :
 - a. The defendant fails to successfully complete a court ordered alcohol or drug screening, counseling, education and treatment program.
 - b. The defendant associates with any individual determined to be detrimental to the defendant's successful participation in the program.
 - c. Finds that the defendant left the premises without permission of the court or supervising authority during a time the defendant is ordered to be on the premises.
 - d. The Court decides to terminate a defendant's participation in the home detention or continuous alcohol monitoring program and requires the defendant to serve the remaining term of the jail sentence by jail confinement.
2. The provider will not independently terminate the defendant from the program.
3. The Court will determine when/if the defendant is terminated from the program, with input from the defendant, defense counsel and prosecution.
4. The provider will notify the court via electronic data by 9 a.m. the next day of any program condition violation, including ineligibility at time of screening.
5. The court program clerk and/or designee will review the designated email box for any violation notification throughout each business day.
6. If there is a violation notification the clerk and/or designee will bring it to the Judge to determine if the Judge would like the person to come into Court. If the Judge would like the person to come into court please follow the below steps. If the Judge does not want the person to come into court a violation letter will be sent to the person notifying them of his/her violation.
7. The court program clerk and/or designee will try to contact the defendant via telephone within one business day of provider notification and verbally direct the defendant to come to court the following day and see the walk-in judge at **SPECIFIC TIME WILL NEED TO BE DETERMINED BY EACH COURT** for determination of release conditions and eligibility for a public defender if requested. The court program clerk will seek judicial direction if he/she is unable to reach/communicate with the defendant within 24 hours of the notification.
8. The court program clerk and/or designee will attempt to schedule within one business day of provider notification or as soon as possible an Order to Show Cause (OSC)

hearing with the *sentencing judge*; the hearing must be conducted within 5 business days of the violation notification from the provider. The hearing notice should clearly state the program condition that was violated and copies of the notice sent to or given to the prosecutor's office, defendant (at the time of the walk-in), and defense counsel.

9. The judge will issue a FTC warrant (unless extenuating circumstances exist) if the defendant fails to appear for the walk-in status hearing and/or fails to respond to the court program clerk's telephonic outreach and the court will notify the prosecutor.
10. If the defendant appears, the walk-in judge will determine the defendant's release status and eligibility for a public defender if requested; specifically if the defendant is taken into custody during the walk-in status hearing or released until the OSC hearing. A determination of release condition form should be completed at every status hearing. Release can include bond, third party and/or OR. The clerk (or judge) will ensure a minute entry is completed that specifies the defendant's release status and any pertinent information including the OSC hearing date; the defendant, provider, prosecutor's office and defense counsel will be given a copy (or copies) of the minute entry. The clerk (or judge) will also ensure a waiver of counsel is signed if counsel is waived.
11. If the defendant is released OR or to a third party at the status hearing and/or post bond, he/she will continue in the HDEM program until a final determination is made at the OSC hearing regarding the defendant's status in the program. If the defendant is taken into custody and unable to post bond, the program is halted (credit for time in custody given) until a final determination is made at the OSC hearing regarding the defendant's status in the program.
12. If the defendant is held in custody the case will be added to the jail court calendar for possible jail transportation purposes. All parties will be notified on the minute entry that if the defendant is unable to post a bond, the date, time, and place of the OSC may change depending on the jail court and transportation schedule.
13. The provider must be available either by phone or in person for the status hearing (with the walk-in judge to determine release status) AND the OSC hearing in order to testify to the alleged violation.
14. The sentencing judge will make a determination if the defendant stays in the program (or not) at the OSC hearing when the prosecutor, defense, provider and defendant have the opportunity to give input. The OSC will not be continued for the purpose of monitoring the defendant's behavior (continuance allowed for good cause); a determination of program status will be made as it relates to the alleged violation currently before the court.
15. The sentencing judge will issue a warrant if the defendant fails to appear at the OSC hearing.
16. The Court will create a minute entry with the OSC hearing results for appropriate parties and will notify the provider of the hearing outcome.

17. The defendant will remain in the program if the sentencing judge makes that determination, with a judgment on time served (if any) during the violation process.
18. The defendant will be taken into, or will remain in custody, at the time of the OSC hearing if the defendant is terminated from the program, unless special circumstance requires the defendant to self-surrender at a later date. The judge will make a determination regarding time served during the violation process.
19. An OSC hearing will be scheduled with the sentencing judge for a violation of a court ordered alcohol/treatment order and the prosecutor will be notified of this hearing.
20. The prosecutor is able to file a motion to terminate from the program and request for hearing if they become aware of a program violation.
21. If the sentencing judge grants the prosecution's motion for hearing, steps 5-16 above will follow.
22. The provider will provide law enforcement with information on defendant's whereabouts if an allegation is made that a felony or misdemeanor crime has been committed, and a finding of probable cause has been made by the Court.
23. Any new jail order requires the HDEM order be modified.

Other Program Rules:

1. If the defendant is sentenced to consecutive hours of jail time the defendant is required to remain at home during the consecutive hours ordered.
2. The County Board of Supervisors may terminate the program by a majority vote of the full membership of the governing body.
3. Defendant is responsible for the electronic monitoring/alcohol monitoring fees to be paid directly to the vendor.
4. The Court may charge the defendant up to \$30 per month for the program. This money will go directly to the Court for costs associated with the program.
5. The Clerk will enter the event code 9514, receivable type HD for this fee.
6. All events must be docketed in the case automation system.
 - a. Event Code- 5909: is to be used for when a person is in the program (HM DET/ELEC or ALC MONITORING)
 - b. Event Code-5911: is to be used for when a person is terminated from the program successfully (HM DET/ELEC-ALC MON SUCCESSFUL)
 - c. Event Code-5912: is to be used for when a person is terminated from the program unsuccessfully (HM DET/ELEC-ALC MON UNSUCCESS)

Defendants Who Are Under The Supervision of Adult Probation (Pre-Trial Services or Probation)

Pre-Trial Services Procedures (for Courts who have the services of pre-trial services)

Pre-Trial Services will provide information in their pre-trial services information sheet regarding whether electronic monitoring/home detention/alcohol monitoring (HDEM/AM) is appropriate based upon the defendant's risk score.

When electronic monitoring/home detention/alcohol monitoring is ordered as a release condition with pre-trial services, pre-trial services will order the person to have the equipment installed within one day of meeting with the defendant.

Pre-trial services does not meet with the defendant until a complaint has been filed. If a complaint has been filed and the defendant is released to pre-trial services with electronic monitoring/home detention/alcohol monitoring as a term of their release after 5 p.m. the defendant will be instructed to report the next business day to the vendor to get the equipment installed.

The pre-trial officer will provide the vendor a copy of the approved schedule of the defendant. The vendor shall confirm any schedule changes or requests from the defendant with the appropriate officer at pre-trial services.

If the defendant violates his/her terms and conditions of electronic monitoring/home detention/alcohol monitoring HDEM/AM the non-compliance report from the vendor will be sent to the appropriate pre-trial officer.

The pre-trial officer will utilize department policies and protocols when determining whether or not to notify the court of the violation. Pre-trial services will initially work with the defendant to modify violation behavior. Pre-trial services will notify the court if the defendant is unwilling to comply, the violation is severe, or if the pre-trial officer believes that it is necessary to notify the court.

A notification from the pre-trial officer will be sent to the court notifying the court that the defendant is in violation of their release conditions.

The court will then determine what action to take.

***** Electronic monitoring/home detention/alcohol monitoring will only be used after a complaint has been filed. *******

Probation Procedures

Probation will provide information in their pre-sentence/pre-disposition report regarding the appropriateness of electronic monitoring/home detention/alcohol monitoring based upon the

defendant's risk score. Electronic monitoring/home detention/alcohol monitoring will only be recommended for probationers that score as high risk pursuant to the Offender Screening Tool (OST) or Field Reassessment Offender Screening Tool (FROST), unless there is a supervisor override. Electronic monitoring/home detention/alcohol monitoring will be recommended for use as a probation sanction when risk and behavior dictate a need for enhanced supervision based upon the conduct of the probationer while under supervision.

When electronic monitoring/home detention/alcohol monitoring is ordered as a condition of probation for use as a sanction at a later date, probation will fill a petition to modify probation when the risk level and behavior of the client indicates a need for enhanced supervision. Once a signed modification is obtained, the probation officer will direct the person to get the equipment installed within one business day of meeting with the defendant.

The probation officer will provide the vendor a copy of the approved schedule of the defendant. The vendor shall confirm any schedule changes or requests from the defendant with the appropriate probation officer at adult probation.

If the defendant violates his/her terms and conditions of electronic monitoring/home detention/alcohol monitoring the non-compliance report will be sent to the appropriate probation officer.

The probation officer will use department policies and procedures to determine whether or not to notify the court of the violation. Probation will initially work with the defendant to modify violation behavior. Probation will notify the court if the defendant is unwilling to comply, the violation is severe, or if the probation officer believes that it is necessary to notify the court.

A petition to revoke probation will be filed with the court notifying the court that the defendant is in violation of their terms and conditions of probation. A warrant may be issued.

The probation officer will make a recommendation to the court and the court will then determine what action to take.

Defendants Who Are On Pre-Trial Release- Monitored by the Court (not under Adult Probation)

Electronic monitoring/home detention/alcohol monitoring will only be used after a complaint has been filed. The Judge will discuss this option with the defendant and his/her attorney. If Electronic monitoring/home detention/alcohol monitoring is ordered, the court will submit an order to the attorneys and the vendor to get the defendant installed with the equipment.

Upon notification of a violation, the Court will set this for a violation hearing on the next day, if possible, and no more than two days, to determine if pre-trial probation needs to be revoked and the Defendant taken into custody.

If the violation is contested, the hearing will be continued and a subpoena issued for the vendor to appear (via by person or by phone) and provide proof of the violation.

***** Electronic monitoring/home detention/alcohol monitoring will only be used after a complaint has been filed. *******

Statutes Referenced:

28-1381. Driving or actual physical control while under the influence; trial by jury; presumptions; admissible evidence; sentencing; classification

A. It is unlawful for a person to drive or be in actual physical control of a vehicle in this state under any of the following circumstances:

1. While under the influence of intoxicating liquor, any drug, a vapor releasing substance containing a toxic substance or any combination of liquor, drugs or vapor releasing substances if the person is impaired to the slightest degree.
2. If the person has an alcohol concentration of 0.08 or more within two hours of driving or being in actual physical control of the vehicle and the alcohol concentration results from alcohol consumed either before or while driving or being in actual physical control of the vehicle.
3. While there is any drug defined in section 13-3401 or its metabolite in the person's body.
4. If the vehicle is a commercial motor vehicle that requires a person to obtain a commercial driver license as defined in section 28-3001 and the person has an alcohol concentration of 0.04 or more.

B. It is not a defense to a charge of a violation of subsection A, paragraph 1 of this section that the person is or has been entitled to use the drug under the laws of this state.

C. A person who is convicted of a violation of this section is guilty of a class 1 misdemeanor.

D. A person using a drug as prescribed by a medical practitioner licensed pursuant to title 32, chapter 7, 11, 13 or 17 is not guilty of violating subsection A, paragraph 3 of this section.

E. In any prosecution for a violation of this section, the state shall allege, for the purpose of classification and sentencing pursuant to this section, all prior convictions of violating this section, section 28-1382 or section 28-1383 occurring within the past thirty-six months, unless there is an insufficient legal or factual basis to do so.

F. At the arraignment, the court shall inform the defendant that if the state alleges a prior conviction the defendant may request a trial by jury and that the request, if made, shall be granted.

G. In a trial, action or proceeding for a violation of this section or section 28-1383 other than a trial, action or proceeding involving driving or being in actual physical control of a commercial vehicle, the defendant's alcohol concentration within two hours of the time of driving or being in actual physical control as shown by analysis of the defendant's blood, breath or other bodily substance gives rise to the following presumptions:

1. If there was at that time 0.05 or less alcohol concentration in the defendant's blood, breath or other bodily substance, it may be presumed that the defendant was not under the influence of intoxicating liquor.
2. If there was at that time in excess of 0.05 but less than 0.08 alcohol concentration in the defendant's blood, breath or other bodily substance, that fact shall not give rise to a presumption that the defendant was or was not under the

influence of intoxicating liquor, but that fact may be considered with other competent evidence in determining the guilt or innocence of the defendant.

3. If there was at that time 0.08 or more alcohol concentration in the defendant's blood, breath or other bodily substance, it may be presumed that the defendant was under the influence of intoxicating liquor.

H. Subsection G of this section does not limit the introduction of any other competent evidence bearing on the question of whether or not the defendant was under the influence of intoxicating liquor.

I. A person who is convicted of a violation of this section:

1. Shall be sentenced to serve not less than ten consecutive days in jail and is not eligible for probation or suspension of execution of sentence unless the entire sentence is served.

2. Shall pay a fine of not less than two hundred fifty dollars.

3. May be ordered by a court to perform community restitution.

4. Shall pay an additional assessment of five hundred dollars to be deposited by the state treasurer in the prison construction and operations fund established by section 41-1651. This assessment is not subject to any surcharge. If the conviction occurred in the superior court or a justice court, the court shall transmit the assessed monies to the county treasurer. If the conviction occurred in a municipal court, the court shall transmit the assessed monies to the city treasurer. The city or county treasurer shall transmit the monies received to the state treasurer.

5. Shall pay an additional assessment of five hundred dollars to be deposited by the state treasurer in the public safety equipment fund established by section 41-1723. This assessment is not subject to any surcharge. If the conviction occurred in the superior court or a justice court, the court shall transmit the assessed monies to the county treasurer. If the conviction occurred in a municipal court, the court shall transmit the assessed monies to the city treasurer. The city or county treasurer shall transmit the monies received to the state treasurer.

6. Shall be required by the department, on report of the conviction, to equip any motor vehicle the person operates with a certified ignition interlock device pursuant to section 28-3319. In addition, the court may order the person to equip any motor vehicle the person operates with a certified ignition interlock device for more than twelve months beginning on the date of reinstatement of the person's driving privilege following a suspension or revocation or on the date of the department's receipt of the report of conviction, whichever occurs later. The person who operates a motor vehicle with a certified ignition interlock device under this paragraph shall comply with article 5 of this chapter.

J. Notwithstanding subsection I, paragraph 1 of this section, at the time of sentencing the judge may suspend all but one day of the sentence if the person completes a court ordered alcohol or other drug screening, education or treatment program. If the person fails to complete the court ordered alcohol or other drug screening, education or treatment program and has not been placed on probation, the court shall issue an order to show cause to the defendant as to why the remaining jail sentence should not be served.

K. If within a period of eighty-four months a person is convicted of a second violation of this section or is convicted of a violation of this section and has previously been convicted of a violation of section 28-1382 or 28-1383 or an act in

another jurisdiction that if committed in this state would be a violation of this section or section 28-1382 or 28-1383, the person:

1. Shall be sentenced to serve not less than ninety days in jail, thirty days of which shall be served consecutively, and is not eligible for probation or suspension of execution of sentence unless the entire sentence has been served.
 2. Shall pay a fine of not less than five hundred dollars.
 3. Shall be ordered by a court to perform at least thirty hours of community restitution.
 4. Shall have the person's driving privilege revoked for one year. The court shall report the conviction to the department. On receipt of the report, the department shall revoke the person's driving privilege and shall require the person to equip any motor vehicle the person operates with a certified ignition interlock device pursuant to section 28-3319. In addition, the court may order the person to equip any motor vehicle the person operates with a certified ignition interlock device for more than twelve months beginning on the date of reinstatement of the person's driving privilege following a suspension or revocation or on the date of the department's receipt of the report of conviction, whichever occurs later. The person who operates a motor vehicle with a certified ignition interlock device under this paragraph shall comply with article 5 of this chapter.
 5. Shall pay an additional assessment of one thousand two hundred fifty dollars to be deposited by the state treasurer in the prison construction and operations fund established by section 41-1651. This assessment is not subject to any surcharge. If the conviction occurred in the superior court or a justice court, the court shall transmit the assessed monies to the county treasurer. If the conviction occurred in a municipal court, the court shall transmit the assessed monies to the city treasurer. The city or county treasurer shall transmit the monies received to the state treasurer.
 6. Shall pay an additional assessment of one thousand two hundred fifty dollars to be deposited by the state treasurer in the public safety equipment fund established by section 41-1723. This assessment is not subject to any surcharge. If the conviction occurred in the superior court or a justice court, the court shall transmit the assessed monies to the county treasurer. If the conviction occurred in a municipal court, the court shall transmit the assessed monies to the city treasurer. The city or county treasurer shall transmit the monies received to the state treasurer.
- L. Notwithstanding subsection K, paragraph 1 of this section, at the time of sentencing, the judge may suspend all but thirty days of the sentence if the person completes a court ordered alcohol or other drug screening, education or treatment program. If the person fails to complete the court ordered alcohol or other drug screening, education or treatment program and has not been placed on probation, the court shall issue an order to show cause as to why the remaining jail sentence should not be served.
- M. In applying the eighty-four month provision of subsection K of this section, the dates of the commission of the offense shall be the determining factor, irrespective of the sequence in which the offenses were committed.
- N. A second violation for which a conviction occurs as provided in this section shall not include a conviction for an offense arising out of the same series of acts.

O. After completing forty-five days of the revocation period prescribed by subsection K of this section, a person whose driving privilege is revoked for a violation of this section and who is sentenced pursuant to subsection K of this section is eligible for a special ignition interlock restricted driver license pursuant to section 28-1401.

28-1382. Driving or actual physical control while under the extreme influence of intoxicating liquor; trial by jury; sentencing; classification

A. It is unlawful for a person to drive or be in actual physical control of a vehicle in this state if the person has an alcohol concentration as follows within two hours of driving or being in actual physical control of the vehicle and the alcohol concentration results from alcohol consumed either before or while driving or being in actual physical control of the vehicle:

1. 0.15 or more but less than 0.20.
2. 0.20 or more.

B. A person who is convicted of a violation of this section is guilty of driving or being in actual physical control of a vehicle while under the extreme influence of intoxicating liquor.

C. At the arraignment, the court shall inform the defendant that the defendant may request a trial by jury and that the request, if made, shall be granted.

D. A person who is convicted of a violation of this section:

1. Shall be sentenced to serve not less than thirty consecutive days in jail and is not eligible for probation or suspension of execution of sentence unless the entire sentence is served if the person is convicted of a violation of subsection A, paragraph 1 of this section. A person who is convicted of a violation of subsection A, paragraph 2 of this section shall be sentenced to serve not less than forty-five consecutive days in jail and is not eligible for probation or suspension of execution of sentence unless the entire sentence is served.
2. Shall pay a fine of not less than two hundred fifty dollars, except that a person who is convicted of a violation of subsection A, paragraph 2 of this section shall pay a fine of not less than five hundred dollars. The fine prescribed in this paragraph and any assessments, restitution and incarceration costs shall be paid before the assessment prescribed in paragraph 3 of this subsection.
3. Shall pay an additional assessment of two hundred fifty dollars. If the conviction occurred in the superior court or a justice court, the court shall transmit the monies received pursuant to this paragraph to the county treasurer. If the conviction occurred in a municipal court, the court shall transmit the monies received pursuant to this paragraph to the city treasurer. The city or county treasurer shall transmit the monies received to the state treasurer. The state treasurer shall deposit the monies received in the driving under the influence abatement fund established by section 28-1304.
4. May be ordered by a court to perform community restitution.
5. Shall be required by the department, on receipt of the report of conviction, to equip any motor vehicle the person operates with a certified ignition interlock device pursuant to section 28-3319. In addition, the court may order the person to equip any motor vehicle the person operates with a certified ignition interlock device for more than twelve months beginning on the date of reinstatement of the

person's driving privilege following a suspension or revocation or on the date of the department's receipt of the report of conviction, whichever occurs later. The person who operates a motor vehicle with a certified ignition interlock device under this paragraph shall comply with article 5 of this chapter.

6. Shall pay an additional assessment of one thousand dollars to be deposited by the state treasurer in the prison construction and operations fund established by section 41-1651. This assessment is not subject to any surcharge. If the conviction occurred in the superior court or a justice court, the court shall transmit the assessed monies to the county treasurer. If the conviction occurred in a municipal court, the court shall transmit the assessed monies to the city treasurer. The city or county treasurer shall transmit the monies received to the state treasurer.

7. Shall pay an additional assessment of one thousand dollars to be deposited by the state treasurer in the public safety equipment fund established by section 41-1723. This assessment is not subject to any surcharge. If the conviction occurred in the superior court or a justice court, the court shall transmit the assessed monies to the county treasurer. If the conviction occurred in a municipal court, the court shall transmit the assessed monies to the city treasurer. The city or county treasurer shall transmit the monies received to the state treasurer.

E. If within a period of eighty-four months a person is convicted of a second violation of this section or is convicted of a violation of this section and has previously been convicted of a violation of section 28-1381 or 28-1383 or an act in another jurisdiction that if committed in this state would be a violation of this section or section 28-1381 or 28-1383, the person:

1. Shall be sentenced to serve not less than one hundred twenty days in jail, sixty days of which shall be served consecutively, and is not eligible for probation or suspension of execution of sentence unless the entire sentence has been served if the person is convicted of a violation of subsection A, paragraph 1 of this section. A person who is convicted of a violation of subsection A, paragraph 2 of this section shall be sentenced to serve not less than one hundred eighty days in jail, ninety of which shall be served consecutively, and is not eligible for probation or suspension of execution of sentence unless the entire sentence has been served.

2. Shall pay a fine of not less than five hundred dollars, except that a person who is convicted of a violation of subsection A, paragraph 2 of this section shall pay a fine of not less than one thousand dollars. The fine prescribed in this paragraph and any assessments, restitution and incarceration costs shall be paid before the assessment prescribed in paragraph 3 of this subsection.

3. Shall pay an additional assessment of two hundred fifty dollars. If the conviction occurred in the superior court or a justice court, the court shall transmit the monies received pursuant to this paragraph to the county treasurer. If the conviction occurred in a municipal court, the court shall transmit the monies received pursuant to this paragraph to the city treasurer. The city or county treasurer shall transmit the monies received to the state treasurer. The state treasurer shall deposit the monies received in the driving under the influence abatement fund established by section 28-1304.

4. Shall be ordered by a court to perform at least thirty hours of community restitution.

5. Shall have the person's driving privilege revoked for at least one year. The court shall report the conviction to the department. On receipt of the report, the

department shall revoke the person's driving privilege and shall require the person to equip any motor vehicle the person operates with a certified ignition interlock device pursuant to section 28-3319. In addition, the court may order the person to equip any motor vehicle the person operates with a certified ignition interlock device for more than twelve months beginning on the date of reinstatement of the person's driving privilege following a suspension or revocation or on the date of the department's receipt of the report of conviction, whichever is later. The person who operates a motor vehicle with a certified ignition interlock device under this paragraph shall comply with article 5 of this chapter.

6. Shall pay an additional assessment of one thousand two hundred fifty dollars to be deposited by the state treasurer in the prison construction and operations fund established by section 41-1651. This assessment is not subject to any surcharge. If the conviction occurred in the superior court or a justice court, the court shall transmit the assessed monies to the county treasurer. If the conviction occurred in a municipal court, the court shall transmit the assessed monies to the city treasurer. The city or county treasurer shall transmit the monies received to the state treasurer.

7. Shall pay an additional assessment of one thousand two hundred fifty dollars to be deposited by the state treasurer in the public safety equipment fund established by section 41-1723. This assessment is not subject to any surcharge. If the conviction occurred in the superior court or a justice court, the court shall transmit the assessed monies to the county treasurer. If the conviction occurred in a municipal court, the court shall transmit the assessed monies to the city treasurer. The city or county treasurer shall transmit the monies received to the state treasurer.

F. In applying the eighty-four month provision of subsection E of this section, the dates of the commission of the offense shall be the determining factor, irrespective of the sequence in which the offenses were committed.

G. A second violation for which a conviction occurs as provided in this section shall not include a conviction for an offense arising out of the same series of acts.

H. After completing forty-five days of the revocation period prescribed by subsection E of this section, a person whose driving privilege is revoked for a violation of this section and who is sentenced pursuant to subsection E of this section is eligible for a special ignition interlock restricted driver license pursuant to section 28-1401.

I. Notwithstanding subsection D, paragraph 1 of this section, at the time of sentencing if the person is convicted of a violation of subsection A, paragraph 1 of this section, the judge may suspend all but nine days of the sentence if the person equips any motor vehicle the person operates with a certified ignition interlock device for a period of twelve months. If the person is convicted of a violation of subsection A, paragraph 2 of this section, the judge may suspend all but fourteen days of the sentence if the person equips any motor vehicle the person operates with a certified ignition interlock device for a period of twelve months. If the person fails to comply with article 5 of this chapter and has not been placed on probation, the court shall issue an order to show cause as to why the remaining jail sentence should not be served.

J. A person who is convicted of a violation of this section is guilty of a class 1 misdemeanor.

11-251.15. Prisoner home detention program; eligibility; monitoring; procedures; continuous alcohol monitoring program; home detention for persons sentenced for driving under the influence of alcohol or drugs

A. A county may establish a home detention program for eligible sentenced prisoners, which shall be treated the same as confinement in jail. The presiding justice of the peace of the county justice court shall approve the program before its implementation.

B. A prisoner is not eligible for a home detention program or a continuous alcohol monitoring program if any of the following applies:

1. The prisoner is found by the court to constitute a risk to either himself or other members of the community.
2. The prisoner has a past history of violent behavior.
3. The sentencing judge states at the time of the sentence that the prisoner may not be eligible for a home detention program or a continuous alcohol monitoring program.

C. For prisoners who are selected for a program established pursuant to subsection A of this section, the court may require electronic monitoring in the prisoner's home whenever the prisoner is not at the prisoner's regular place of employment or while the prisoner is assigned to a community work task. If electronic monitoring is required, the prisoner shall remain under the control of a home detention device that constantly monitors the prisoner's location in order to determine that the prisoner has not left the prisoner's premises. In all other cases, the court shall implement a system of monitoring using telephone contact or other appropriate methods to assure compliance with the home detention requirements. The court may place appropriate restrictions on prisoners in the program, including testing prisoners for consumption of alcoholic beverages or drugs or prohibiting association with individuals who are determined to be detrimental to the prisoner's successful participation in the program.

D. If a prisoner is placed on electronic monitoring pursuant to subsection C of this section, the court may order the prisoner to pay the electronic monitoring fee in an amount ranging from zero to full cost and thirty dollars per month while on electronic monitoring unless, after determining the inability of the prisoner to pay these fees, the court assesses a lesser fee. The county shall use the fees collected to offset operational costs of the program.

E. The court may allow prisoners to be away from home detention for special purposes, including church attendance, medical appointments or funerals.

F. At any time the court may terminate a prisoner's participation in the home detention program or continuous alcohol monitoring program and require that the prisoner complete the remaining term of the prisoner's sentence in jail confinement.

G. If authorized by the court, a person who is sentenced pursuant to section 28-1381 or 28-1382 shall not be placed under home detention or a continuous alcohol monitoring program except as provided in subsections H through M of this section.

H. By a majority vote of the full membership of the board of supervisors after a public hearing and a finding of necessity, a county may establish a home detention program for persons who are sentenced to jail confinement pursuant to section 28-1381 or 28-1382. A prisoner who is placed under the program established pursuant to this subsection shall bear the cost of all testing, monitoring and enrollment in alcohol or substance abuse programs unless, after determining the inability of the

prisoner to pay the cost, the court assesses a lesser amount. The county shall use the collected monies to offset operational costs of the program.

I. A county may establish a continuous alcohol monitoring program for persons who are sentenced to jail confinement pursuant to section 28-1381 or 28-1382, which shall be treated the same as confinement in jail. The presiding justice of the peace of the county justice court shall approve the program before its implementation. A prisoner who is placed under a continuous alcohol monitoring program established pursuant to this section shall bear the cost of all testing, monitoring and enrollment in the program and pay thirty dollars per month while in the program, unless, after determining the inability of the prisoner to pay the cost, the court assesses a lesser amount. The county shall use the collected monies to offset operational costs of the program.

J. If the county establishes a home detention or continuous alcohol monitoring program under subsection H or I of this section, a prisoner must meet the following eligibility requirements for the program:

1. Subsection B of this section applies in determining eligibility for the program.
2. If the prisoner is sentenced under section 28-1381, subsection I, the prisoner first serves a minimum of one day in jail.
3. Notwithstanding section 28-1387, subsection C, if the prisoner is sentenced under section 28-1381, subsection K or section 28-1382, subsection D or E, the prisoner first serves a minimum of twenty per cent of the initial term of incarceration in jail before being placed under home detention or continuous alcohol monitoring.
4. If placed under home detention, the prisoner is required to comply with all of the following provisions for the duration of the prisoner's participation in the home detention program:
 - (a) All of the provisions of subsections C through E of this section.
 - (b) Testing at least once a day for the use of alcoholic beverages or drugs by a scientific method that is not limited to urinalysis or a breath or intoxication test in the prisoner's home or at the office of a person designated by the court to conduct these tests.
 - (c) Participation in an alcohol or drug program, or both. These programs shall be accredited by the department of health services or a county probation department.
 - (d) Prohibition of association with any individual determined to be detrimental to the prisoner's successful participation in the program.
 - (e) All other provisions of the sentence imposed.
5. Any additional eligibility criteria that the court may impose.

K. If a county establishes a home detention program under subsection H of this section, the court, on placing the prisoner in the program, shall require electronic monitoring in the prisoner's home and, if consecutive hours of jail time are ordered, shall require the prisoner to remain at home during the consecutive hours ordered. The detention device shall constantly monitor the prisoner's location to ensure that the prisoner does not leave the premises.

L. The court may terminate a prisoner's participation in the home detention or continuous alcohol monitoring program and require the prisoner to complete the remaining term of the jail sentence by jail confinement if:

1. The prisoner fails to successfully complete a court ordered alcohol or drug screening, counseling, education and treatment program pursuant to subsection J, paragraph 4, subdivision (c) of this section or section 28-1381, subsection J or L.

2. If placed under home detention, the court finds that the prisoner left the premises without permission of the court or supervising authority during a time the prisoner is ordered to be on the premises.

M. At any other time the court may terminate a prisoner's participation in the home detention or continuous alcohol monitoring program and require the prisoner to complete the remaining term of the jail sentence by jail confinement.

N. The county board of supervisors may terminate the program established under subsection H of this section by a majority vote of the full membership of the governing body.



TARGET WORK SESSION DATE: 2/5/2013

DATE: January 9, 2013

TO: Honorable Chair and Members of the Board

FROM: Gary Krcmarik, Court Administrator

SUBJECT: Award RFP 2012-109 home detention/electronic monitoring/continuous alcohol monitoring and enter into a contract with GPS Monitoring Solutions.

RECOMMENDATION:

Staff recommends that the Board of Supervisors award RFP to GPS Monitoring Solutions to provide home detention, electronic monitoring and continuous alcohol monitoring to clients in all four Justice Courts and in Superior Court. The term of this Agreement is from the date of approval by the Board of Supervisors through June 30, 2014. There is no cost to the county for this program as monitoring fees are paid for by the client to the vendor directly.

BACKGROUND:

On January 1, 2012, Senate Bill 1200 went into effect allowing a county to establish a home detention program. The program must be approved by the presiding justice of the peace for the county and by a majority vote of the full membership of the Board of Supervisors after a public hearing and finding of necessity.

The County advertised a competitive Request for Proposal to provide electronic monitoring services to the courts in Coconino County. Four agencies applied for the RFP. GPS Monitoring Solutions was ranked the highest by the Selection Committee.

ALTERNATIVES:

The alternatives are to award to a different vendor or not award at all.

FISCAL IMPACT:

The cost of the monitoring device(s) would be paid for by the defendant as follows:

Device	Service	Monitoring	Cost
ReliAlert	GPS/Home Detention No Landline required	Active - 24/7 live monitoring Takes a location ping every 5 minutes. Participants are monitored by live staff around the clock. Supervising officer is notified immediately by phone call as violations occur.	\$10 per day
ReliAlert	GPS/Home Detention No Landline	Standard - Monitoring Takes a location ping every 5 minutes –	\$9 per day

	required	send email or text message alert to supervising officer of violations as they occur.	
ReliAlert	GPS/Home Detention No Landline required	Passive - Monitoring Takes a location ping every 5 minutes – send email to supervising officer for alerts received during the past 24hrs.	\$8per day
ReliAlert	RF/Home Detention No Landline required	Active – Curfew – Home Detention Monitoring 24/7 live monitoring. Takes a location ping every 5 minutes. Participants are monitored by live staff around the clock. Supervising officer is notified immediately by phone call as violations occur.	\$11 per day
CamPatrol	GPS/Continuous Alcohol Monitoring /Home Detention No Landline required	Active – reads and reports location and alcohol levels every 7 minutes	\$15 per day
MEMS 3000VB CELLULAR	Remote Alcohol Monitoring – No Landline required	Pre-Determined schedule for taking breathalyzer test with facial recognition	\$12 per day
MEMS 3000VB Landline	Remote Alcohol Monitoring – Landline required	Pre-Determined schedule for taking breathalyzer test with facial recognition	\$10 per day
MEMS3000 VBR CELLULAR	Remote Alcohol Monitoring plus Home Detention No Landline required	Pre-Determined schedule for taking breathalyzer test with facial recognition. Plus Home Detention verification during Curfew/Home Detention	\$14 per day
MEMS3000 VBR Landline	Remote Alcohol Monitoring plus Home Detention Landline required	Pre-Determined schedule for taking breathalyzer test with facial recognition. Plus Home Detention verification during Curfew/Home Detention	\$12 per day

ATTACHMENTS:

Agreement
Certificates of Insurance & Worker’s Compensation

INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") made this day of _____, 2013,

BETWEEN

GPS MONITORING SOLUTIONS, INC, a California corporation located at 29040 Williams Ave, Moreno Valley, CA 92555 (hereinafter the "Independent Contractor" or IC),

AND

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

WHEREAS:

- A. On February 5, 2012, and pursuant to Ariz.Rev.Stat. §11-251.15, the Coconino County Board of Supervisors approved Resolution No. 2013- 10 establishing a home detention/continuous alcohol monitoring and home detention program in Coconino County; and
- B. By said Resolution Coconino County also authorized the Coconino County Court Administrator, if necessary, to procure a third party vendor to fully implement the Program at no cost to Coconino County; and
- C. The County has a need to obtain home detention and electronic monitoring services for its Courts, (hereinafter the Services) from a third party vendor; and
- D. The County issued RFP 2012-109 in order to obtain the Services; and
- E. The Independent Contractor has submitted a successful proposal (hereinafter the "Proposal"); and
- F. The County desires to contract with the Independent Contractor to provide the services; and
- G. The Independent Contractor is ready, willing and able to provide the services.

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

I. Scope of Work

The Independent Contractor shall provide a Home Detention/Continuous Alcohol Monitoring Program consistent with the following standards and specifications:

1. All monitoring devices offered by GIndependent Contractor must be specifically designed for electronic home detention with and without alcohol monitoring purposes. The devices shall perform as follows:
 - a. **Active Alcohol Monitoring Technology:**

Device utilizes an ankle monitor that reads and reports Ethanol levels every 7 minutes around the clock. Data is transmitted via assigned cell phone. Device also tracks the individual's whereabouts.

 - i. **Installation:** Device is installed on participant utilizing appropriate mechanisms and tools. **Data Collection / Storing:** Data shall be collected every 7 minutes via Bluetooth technology between the ankle monitor and assigned cell phone. The ankle bracelet reads alcohol levels every 7 minutes and reports data via assigned cell phone every 7 minutes. Data shall be collected at a secure facility, and the data collected shall remain secure and within a certifiable chain of custody. Data shall be backed up for location and alerts once per week and stored without time limit for later secure retrieval when needed. Access to data shall be via a Java-based software application.
 - b. **Remote Alcohol Monitoring Technology:**

Remote alcohol monitoring shall occur by means of a breathalyzer machine that remains at participant's assigned residence. Alcohol testing shall occur several times per day. At that time, the device shall take a photo of the participant as he/she is taking the breath test with facial recognition technology.

 - i. **Installation:** Device is installed on participant, utilizing appropriate mechanisms and tools.
 - ii. **Data Collection / Storing:** Ankle monitor shall operate via RF at a constant ping. Data collected shall be uploaded via Cell or Phonenumber to the Monitoring Center and stored at secure location. The offender's presence or absence shall be tracked constantly by signals from the transmitter to a MEMS3000 VBR unit. Data shall be stored and backed daily for later retrieval. The data collected shall remain secure and within a certifiable chain of custody. The data shall be accessible and retrievable via Remote Desktop technology.
 - c. **Home Detention – Electronic Monitoring:**

The method shall consist of one single unit gps device / ankle monitor; no phone line required. Device shall work via cell and gps triangulation. The Device shall have the capability to set curfews for both home detention and work release. The

Device shall monitor participant's whereabouts around the clock to ensure compliance with court orders.

- i. **Installation:** Device is installed on participant, utilizing appropriate methods and tools.
 - ii. **Data Collection / Storing:** Data shall be collected every 5 minutes via GPS/ Cell/or RF Communication. Data shall be uploaded and logged into Monitoring Center via secure transmission. Data collected shall show date, time, and location of participant, along with current battery level of device. The data collected shall remain secure and within a certifiable chain of custody. Data collected shall remain in archive without time limit for later retrieval when needed. The Data shall be accessible via internet connection.
2. Monitoring types:
 - a. Active - 24/7 live monitoring. Shall take a location ping every 5 minutes. Participants are monitored by live staff around the clock. Supervising officer shall be notified immediately by phone call as violations occur.
 - b. Standard – Monitoring. Shall take a location ping every 5 minutes – and send email or text message alert to supervising officer of violations as they occur.
3. The Independent Contractor shall provide a full service electronic monitoring, home detention and alcohol monitoring program to the Courts, and to its clients, including installation, monitoring, reporting, and removal of the device (24) hours a day, (7) days per week including evenings and holidays to ensure the offender is in compliance with the court order.
4. The Independent Contractor shall supply all the necessary equipment, labor and materials, at no cost to the courts or to Coconino County. All cost of labor will be the responsibility of the Independent Contractor for maintaining the equipment and the offender's use in complying with court orders.
5. The Independent Contractor through technological means shall be able to monitor a person's whereabouts throughout the State of Arizona and parts of Southern Utah utilizing state of the art, GPS, Satellite, RF, and Cellular equipment.
6. The Independent Contractor shall have the ability to monitor participant's alcohol use through technological means by either active alcohol consumption or remote alcohol consumption technologies. Depending on the nature of each case and residence location of each participant's, the court may order active alcohol consumption with gps/cellular

technology, or remote alcohol consumption utilizing a breathalyzer with facial recognition technology for those who reside in rural areas or where gps is not needed.

7. The Independent Contractor shall perform mobile installation/removal services when requested. Participants are contacted to schedule an intake appointment and complete all set-up and system requirements with the person sentenced or placed on the home detention and/or alcohol monitoring program. A certified staff member of GPS Monitoring Solutions Inc. will meet the participant at any location as ordered by the court, which includes participant's residence, place of business, at the court, jail, or other suitable locations as requested.
8. All requests for installations as ordered by the court are either handled same day, or within (24) hours from its receipt of order.
9. The Independent Contractor agrees to adhere to all provisions set forth by the court. The Independent Contractor's Managers and employees will maintain compliance at all times by keeping up to date with changes that may occur to maintain its compliance with current or future provisions of relevant court rules, the code of judicial administration and Arizona and federal statutes.
10. The Independent Contractor is to maintain all necessary and required licenses, and permits as required in connection with the completion of the required services herein, and will do so solely at the company's expense.
11. The Independent Contractor is to develop and follow a confidentiality policy between the courts, and the offender. All documents provided are to be kept in a secured filing cabinet which is only accessible by the on-site manager. At no time is personal information of any kind disseminated over the phone or in person without exclusive written permission by the courts or the offender or its agent.
12. The Independent Contractor shall make every reasonable effort to provide services in another language, if necessary. The Independent Contractor is responsible for the costs of this service.
13. The Independent Contractor shall provide services to participants in compliance with all ADA requirements including but not limited to hearing impairments, speech impairments or physical disabilities.

14. During the enrollment process, the Independent Contractor will obtain verification of employment, community restitution, treatment classes, religious activities, funeral services, medical appointments and any other activities the person participates in. For those participants on Pre-Trial release or on Probation their Pre-Trial Officer/Probation Officer will fax over an approved schedule to the Independent Contractor. The Independent Contractor shall confirm any schedule changes or requests from these program participants with appropriate officer at pre-trial services or probation.
15. According to court orders and/or approval from the pre-trial officer or probation officer (those participants who are on pre-trial release or on probation) the Independent Contractor will implement the work release schedule, treatment class schedules, etc. into their monitoring software. Devices shall have the capability of being programmed for multiple schedules per participant.
16. The Independent Contractor shall have the ability to establish limitless curfews. County personnel will send an email or fax changes to the Independent Contractor and the Independent Contractor will implement curfew changes immediately. A confirmation of schedule changes would also be submitted immediately to the respective personnel.
17. The Independent Contractor shall have the ability to provide the Court with any exclusion and inclusion zones.
18. The Independent Contractor shall have a person available either in person or by telephone for court hearings related to the home detention program or anytime the presence of the Independent Contractor is requested by the court. These appearances shall be done at no charge to Coconino County or the respective Court.
19. The Independent Contractor shall be responsible for invoicing and the collection of fees from all participants. Participants shall pay the Independent Contractor directly for all fees associated with the service provided to them according to the daily fee listed under the compensation section contained herein based on their ability to pay. Indigent and quasi-indigent participants shall be evaluated by the Independent Contractor. The Independent Contractor will determine ability to pay during enrollment interview based on a sliding fee schedule. Cost will be adjusted from zero to full price depending on participant's ability to pay. The Independent Contractor shall provide the option to participants to make payment arrangements to fit their budget.
20. Independent Contractor will not hold Coconino County or any of its Justice Courts and Superior Court responsible for any portion of the program costs for any reason.
21. If a participant is remanded back into custody, the Independent Contractor is to make arrangements with the jail or participant to retrieve their equipment if applicable.

22. The Independent Contractor shall provide law enforcement agencies with current real-time information on person's whereabouts if requested by law enforcement agencies and/or the Court, during the investigation of a criminal incident.
23. The Independent Contractor will not terminate any person's participation with the program without first notifying the Court and receiving correspondence from the Court giving the Independent Contractor permission to terminate the person from the electronic monitoring, home detention or alcohol monitoring program.
24. The Independent Contractor shall notify the respective court, pre-trial officer or probation officer after installation of the monitoring device on a participant has been completed.
25. The Independent Contractor shall submit complete violation reports according to the specifications within one (1) day of occurrence, no later than 9 a.m. the next business day to the respective Court, Pre-Trial Officer or Probation Officer. The Independent Contractor shall make every effort to send reports the same day of occurrences.
 - a. The Reports shall include at a minimum:
 - i. Participant's name
 - ii. Number of days the participant has been on the program
 - iii. Violation date
 - iv. Use of alcohol and/or illegal substances (for those individuals ordered by the Judge to have alcohol monitoring)
 - v. Violation of any curfew
 - vi. Tampering with or damaging the electronic monitoring device
 - vii. Violation of any known Court order
 - viii. Treatment non-compliance
 - ix. Community restitution non-compliance
 - x. Termination of or changes to employment
 - xi. Change in residence
 - b. The Court, Pre-trial Officer or Probation Officer may ask for additional information to be included in the violation report.
26. The Independent Contractor shall submit completion reports to the respective Court, Pre-Trial Officer or Probation Officer.
 - a. The report shall include at a minimum:
 - i. Participant's name
 - ii. Completion date
 - iii. Number of days the participant has been on the program

27. The Independent Contractor shall provide on a monthly basis a program summary report to the specific respective Justice Court, Superior Court and/or Court Administration that includes a **MINIMUM** of the following information:

- a. Total Number of program participants referred
- b. Total Number of program participants in the program
- c. Total Number of program participants that have completed the program
- d. Total Number of program participants that were violated from the program
- e. Total Number of program participants that have used alcohol and/or drugs while on the program and/or refused an alcohol or drug test. Number of DUI offenders that have used alcohol and/or drugs while on the program and/or refused an alcohol or drug test.
- f. Total Number of days served in home detention for participants currently enrolled at time of report and total days served in home detention for each participant at end of program.
- g. Number of days served in home detention for DUI offenders currently enrolled at time of report.
- h. Number of program participants that committed a new misdemeanor and/or felony offense while on the program (must include what offense put them on home detention and what the new offense is).

Additional periodic data reports to may be required by the respective Justice Court, Superior Court and/or Court Administration

II. Compensation

The compensation to be paid to the IC for services described above shall be according to the following:

Device	Service	Monitoring	Cost
ReliAlert	GPS/Home Detention No Landline required	Active - 24/7 live monitoring Takes a location ping every 5 minutes. Participants are monitored by live staff around the clock. Supervising officer is notified immediately by phone call as violations occur.	\$10 per day
ReliAlert	GPS/Home Detention No Landline required	Standard - Monitoring Takes a location ping every 5 minutes – send email or text message alert to supervising officer of violations as they occur.	\$9 per day
ReliAlert	GPS/Home Detention No Landline required	Passive - Monitoring Takes a location ping every 5 minutes – send email to supervising officer for	\$8per day

alerts received during the past 24hrs.

ReliAlert	RF/Home Detention No Landline required	Active – Curfew – Home Detention Monitoring 24/7 live monitoring. Takes a location ping every 5 minutes. Participants are monitored by live staff around the clock. Supervising officer is notified immediately by phone call as violations occur.	\$11 per day
CamPatrol	GPS/Continuous Alcohol Monitoring /Home Detention No Landline required	Active – reads and reports location and alcohol levels every 7 minutes	\$15 per day
MEMS 3000VB CELLULAR	Remote Alcohol Monitoring – No Landline required	Pre-Determined schedule for taking breathalyzer test with facial recognition	\$12 per day
MEMS 3000VB Landline	Remote Alcohol Monitoring – Landline required	Pre-Determined schedule for taking breathalyzer test with facial recognition	\$10 per day
MEMS3000 VBR CELLULAR	Remote Alcohol Monitoring plus Home Detention No Landline required	Pre-Determined schedule for taking breathalyzer test with facial recognition. Plus Home Detention verification during Curfew/Home Detention	\$14 per day
MEMS3000 VBR Landline	Remote Alcohol Monitoring plus Home Detention Landline required	Pre-Determined schedule for taking breathalyzer test with facial recognition. Plus Home Detention verification during Curfew/Home Detention	\$12 per day

III. Term of Agreement

The term of this Agreement shall be from the date of approval by the Board of Supervisors through June 30, 2014. Upon mutual agreement of both parties, this Agreement may be renewed for two additional one-year terms.

IV. Termination of Agreement

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party. In that event, the terminate date shall be the thirtieth (30th) day after furnishing proper notice to the other party. The Independent Contract shall be paid for any work completed up to the date written notice of termination is sent to the other party by first class mail.

V. Insurance

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

Insurance Certificates are included in Attachment B.

A. In no event will the total coverage be less than the minimum insurance coverage specified below:

- i. Commercial General Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate.
- ii. Automobile Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence.
- iii. A Certificate of Insurance for workers' compensation coverage or Sole Proprietor Waiver, if the Independent Contractor has no employees. If a Certificate of Insurance is provided, the insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.

B. The Independent Contractor will name the County, its agents, officials and employees as additional insureds, except for workers compensation, if any, and will specify that the insurance afforded by the Independent Contractor is primary insurance and that any insurance coverage carried or self-insurance by the County, any department or any employee will be excess coverage and not contributory insurance to that provided by the Independent Contractor. Said policy must contain a severability of interest provision. County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Independent Contractor.

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

D. Upon the execution of this Agreement by the Independent Contractor, the Independent Contractor will furnish the County with copies of the Certificates of Insurance drawn in conformity with the above insurance requirements. The County reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements. Failure on the part of the Independent Contractor to procure and maintain the required liability insurance and provide proof thereof to the County within ten (10) days following the commencement of a new policy, will constitute a material breach of the Agreement upon which the County may immediately terminate the Agreement.

E. The Independent Contractor will comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers' compensation coverage, or Sole

Proprietor Waiver, will be provided within ten (10) days of signing this Agreement. The insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.

VI. Indemnification

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

VII. Independent Contractor's Status

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

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.

The Independent Contractor has no authority to enter into contracts or agreements on behalf of the County. This Agreement does not create a partnership between the parties.

VIII. Immigration and Scrutinized Business

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

A. The Independent Contractor and each of its subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. 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 County retains the legal right to inspect the papers of the Independent Contractor or any of its subcontractors who work on the contract to ensure that Independent Contractor or its subcontractor(s) is complying with the warranty provided under paragraph (a) above.

D. In accordance with A.R.S. §35-391.06, the Independent Contractor hereby certifies that the Independent Contractor does not have scrutinized business operations in Iran or the Sudan or with any party on the list of parties excluded from Arizona procurement.

E. The Independent Contractor further certifies that it is in compliance with the Export Administration Act and not on the Excluded Parties List.

F. False certifications may result in the termination of this contract.

IX. Non-Appropriation of Funds

Notwithstanding any other provisions in this Contract, this Contract may be terminated if the County's governing body does not appropriate sufficient monies to fund its obligations herein or if grant funds are terminated or reduced for the purpose of maintaining this Contract. Upon such termination, the County shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

X. Amendment and Entirety of Contract

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

XI. Records

The Independent Contractor will:

A. Submit all reports and invoices specified in this Agreement.

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

XII. Approval by the County

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

XIII. Waiver

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

XIV. Non-assignment

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

XV. Cancellation of Agreement

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

XVI. Non-discrimination

The Independent Contractor will comply with 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.

GPS MONITORING, INC.

COCONINO COUNTY

By _____
Petra Fuhriman
Owner

By _____
Elizabeth Archuleta, Chairwoman
Board of Supervisors

ACKNOWLEDGED before me
by Petra Fuhriman as Owner of and
for GPS Monitoring, Inc on this _____
day of _____, 2013.

ATTEST:

Deputy Clerk

Approved as to form:

Notary Public

Deputy County Attorney

ATTACHMENTS:

Attachment A: Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2012

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

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

PRODUCER Insurance Associates of Northern California 1550 Parkside Drive, Suite 120 Walnut Creek CA 94596		CONTACT NAME: Stacey Taimani PHONE (A/C, No, Ext): (925) 934-0505 E-MAIL ADDRESS: staimani@ia-com.com		FAX (A/C, No): (925) 977-1591
INSURED GPS Moitoring Solutoins, Inc. 29040 Williams Ave Moreno Valley CA 92555		INSURER(S) AFFORDING COVERAGE INSURER A: Admiral Insurance Company		NAIC # 0245
		INSURER B: State Compensation Ins. Fund		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 121-13 GL & E&O **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
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			EO00001645702	3/25/2012	3/25/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	901663012	6/28/2012	6/28/2013	<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
A	Professional Liability			EO00001645702	3/25/2012	3/25/2013	Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is named as additional insured per attached form #CG20100704. Primary/Non-Contributory wording applies per attached form #AD06571203.

CERTIFICATE HOLDER

Coconino County and its agents, officials and employees
Superior Court in Coconino County
Court Administration
200 North San Francisco Street
Flagstaff, AZ 86001

CANCELLATION

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>Coconino County and its agents, officials and employees Superior Court In Coconino County Court Administration 200 North San Francisco Street Flagstaff, AZ 86001</p> <p>ADDITIONAL PREMIUM: \$250 FLAT</p>	<p>All locations otherwise covered by this insurance.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Policy Number: EO000016457-02

AD 06 57 12 03

Issued Date: 11/08/2012

Effective Date: 11/08/2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY/NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coconino County and its agents, officials and employees
Superior Court in Coconino County
Court Administration
200 North San Francisco Street
Flagstaff, AZ 86001

ADDITIONAL PREMIUM: \$250 FLAT

It is agreed that Commercial General Liability Coverage Form CG 00 01 Section IV paragraphs 4.b. and 4.c. do not apply with respect to other valid and collectible Commercial General Liability insurance, whether primary or excess, available to the person or organization shown in the Schedule and:

- 1) Who is an insured under an Additional Insured-Owners, Lessees or Contractors endorsement attached to this policy; and

- 2) Who requires by specific written contract that this insurance is to be primary and/or non-contributory to other valid and collectible insurance available to that person or organization.

This endorsement does not change the scope of coverage provided to the person or organization by any Additional Insured endorsement.

All other terms and conditions remain unchanged.

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

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

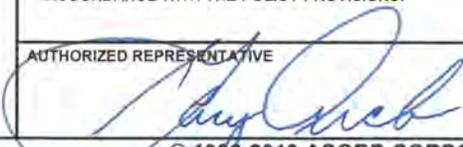
PRODUCER BMR Insurance Agency P.O. Box 1025 Lic #0564109 Tustin, CA 92781	CONTACT NAME: Gary Arch	FAX (A/C, No): 714.838.9150
	PHONE (A/C, No, Ext): 714.838.1911	
INSURED GPS Monitoring P.O. Box 17964 Anaheim, CA 92817	E-MAIL ADDRESS: garch@bmrins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Progressive	NAIC #
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 1 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
	GENERAL LIABILITY <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 - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		X	020012760	01/02/2013	01/02/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Coconino County and its agents, officials and employees, Superior Court in Coconino County Court Administration listed as Additional Insured.

CERTIFICATE HOLDER Coconino County and its agents, officials and employees Superior Court in Coconino County Court Administration 200 N. San Francisco Street Flagstaff, AZ 86001	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Meeting Date: February 5, 2013

DATE: November 13, 2012

TO: Honorable Chairman and Members of the Board

FROM: Sue E. Pratt, Community Development Director

SUBJECT: Appeal of Case No. CUP-12-050: An appeal of P&Z Commission action denying a Conditional Use Permit for a guest house exceeding the allowable size and distance requirements (925 square feet located 96 feet from the main dwelling) on 2.5 acres in the AR 2 ½ (Agricultural Residential, 2.5 acre minimum lot size) Zone. The property is located at 8170 East Mercury Drive in Doney Park and is identified as Assessor's Parcel Number 301-18-032. Appellant: Jose R. Meza, Flagstaff, Arizona.

RECOMMENDATION:

Staff recommends the Board uphold the decision of the Planning and Zoning Commission and deny the appeal of Case No. CUP-12-050 through adoption of Resolution 2013-04.

BACKGROUND:

At its meeting of November 20, 2012 the Board of Supervisors considered an appeal of the Planning and Zoning Commission denial of a Conditional Use Permit request for a guest house which does not meet the size and distance requirements of the Zoning Ordinance. The Board continued the hearing on the appeal after substantial discussion on alternatives to bring the guest house into closer conformance with the Ordinance requirements. The specific provisions which are under consideration with this case include the requirement that the distance between the guest house and primary residence be no greater than 60 feet and the current separation is 96 feet; and that the guest house cannot exceed 50% of the square footage of the main house up to a maximum of 800 square feet. In this case the main house is a 1512 square foot manufactured home resulting in a guest house allowance of 756 square feet. The plans submitted for the Conditional Use Permit reflected a guest house of 925 square feet.

UPDATE

Following the November 20 Board meeting on this matter, representatives from the Community Development Department conducted a special inspection of the site with the applicant's son who currently lives in the guest house. At the time of the inspection it was noted that the area of the garage conversion to habitable area actually exceeded what was represented on the floor plans submitted with the conditional use permit application by 110 square feet, making the total area of the guest house 1035 square feet.

Community Development staff addressed the alternatives with the applicant's son, noting that they could make an addition to the main dwelling, increasing it to 1600 square feet and reduce the size of the guest house portion (habitable area) of the garage to 800 square feet. Without

increasing the size of the main house the size of the guest house (habitable area) of the garage would need to be scaled down to 756 square feet.

The applicant has submitted a revised floor plan, reducing the habitable space to 784 square feet. This reduction is created by establishing a new internal wall at the east end of the structure and opening up space in that area which will only be accessible from the outside, thus technically meeting the criteria of it not being habitable space. Although this still doesn't bring the square footage into compliance it appears that this illustrates that the intention of the appellant is to reduce the internal square footage of the habitable/livable space. The floor plan does not address elimination of the walls and livable area which have been established and were not depicted on the original floor plan.

FINDINGS OF FACT

In order to approve a Conditional Use Permit, the following findings of fact must be made:

1. That the proposed location of the conditional use is in accord with the objectives of this Ordinance and the purpose of the zone in which the site is located.
2. That the proposed location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.
3. That the proposed conditional use will comply with each of the applicable provisions of this Ordinance, except for approved variances.
4. That 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.

ALTERNATIVES:

The Board could reverse the decision of the Planning and Zoning Commission and approve CUP-12-050 as requested or in modified form. If the Board determines that the findings can be met to grant the appeal, it should be subject to conditions of approval similar to those outlined in the Staff Report submitted to the Planning and Zoning Commission in September, 2012, and including removing all of the walls and doorways creating livable space in the garage area that are not part of the requested guest house.

FISCAL IMPACT:

None

REVIEWED BY ELECTRONIC ROUTING

ATTACHMENTS:

BOS Resolution 2013-04

Staff Report to the Planning and Zoning Commission

Minutes of the September 25, 2012 P&Z Commission Meeting

Staff Report to the Board of Supervisors for November 20, 2012 meeting

Minutes of the Board of Supervisors November 20, 2012 meeting

Site Plan and as-built floor plan

Revised Floor Plan submitted by applicant

RESOLUTION NO. 2013-04

**A RESOLUTION OF THE COCONINO COUNTY
BOARD OF SUPERVISORS DENYING AN APPEAL AND UPHOLDING THE
COCONINO COUNTY PLANNING AND ZONING COMMISSION'S ACTION TO
DENY A CONDITIONAL USE PERMIT FOR A FOR A GUEST HOUSE EXCEEDING
ALLOWABLE SIZE AND DISTANCE FROM THE MAIN HOUSE**

WHEREAS, an application was filed by Jose R. Meza, Flagstaff , Arizona (Case No. CUP-12-050) for a Conditional Use Permit to allow a guest house exceeding size and distance requirements (925 square feet located 96 feet from the main dwelling); that a hearing was duly set for September 25, 2012, at 5:30 P.M. in the Board of Supervisors' on property consisting of 2.5 acres in the AR-2 ½ Zone. The property is located at 8170 East Mercury Drive in Doney Park and is identified as Assessor's Parcel Number 301-18-032; and

WHEREAS, the Planning and Zoning Commission held a duly-noticed public hearing on September 25, 2012, and denied the conditional use permit; and

WHEREAS, an appeal was filed by the applicant Jose R. Meza within 15 days of the Planning and Zoning Commission hearing; and

WHEREAS, the Board of Supervisors has held a duly-noticed public hearing on February 5, 2013; and

WHEREAS, the Board of Supervisors has determined that the findings for the granting of a conditional use permit have not been met;

NOW THEREFORE BE IT RESOLVED that the Coconino County Board of Supervisors hereby denies the appeal and upholds the action of the Planning and Zoning Commission denying the Conditional Use Permit for a guest house exceeding the allowable size and distance from the main house on the above-described property.

PASSED and ADOPTED this 5th day of February, 2013.

AYES:

NOES:

ABSENT:

COCONINO COUNTY BOARD OF SUPERVISORS

Elizabeth C. Archuleta, Chairwoman

(SEAL)

ATTEST:

APPROVED AS TO FORM:

Wendy Escoffier, Clerk of the Board

Bill Ring, Deputy County Attorney

RESOLUTION NO. 2013-04

**A RESOLUTION OF THE COCONINO COUNTY
BOARD OF SUPERVISORS APPROVING AN APPEAL AND OVERRULING THE
COCONINO COUNTY PLANNING AND ZONING COMMISSION'S ACTION TO
DENY A CONDITIONAL USE PERMIT FOR A FOR A GUEST HOUSE EXCEEDING
ALLOWABLE SIZE AND DISTANCE FROM THE MAIN HOUSE**

WHEREAS, an application was filed by Jose R. Meza, Flagstaff , Arizona (Case No. CUP-12-050) for a Conditional Use Permit to allow a guest house exceeding size and distance requirements (925 square feet located 96 feet from the main dwelling); that a hearing was duly set for February 5, 2013, at 10:00 A.M. in the Board of Supervisors' on property consisting of 2.5 acres in the AR-2 ½ Zone. The property is located at 8170 East Mercury Drive in Doney Park and is identified as Assessor's Parcel Number 301-18-032; and

WHEREAS, the Planning and Zoning Commission held a duly-noticed public hearing on September 25, 2012, and denied the conditional use permit; and

WHEREAS, an appeal was filed by the applicant Jose R. Meza within 15 days of the Planning and Zoning Commission hearing; and

WHEREAS, the Board of Supervisors has held a duly-noticed public hearing on February 5, 2013; and

WHEREAS, the Board of Supervisors has determined that the findings for a conditional use permit, as listed below, from Coconino County Zoning Ordinance Section 20.3-7, have been met;

1. That the proposed location of the conditional use is in accord with the objectives of this Ordinance and the purpose of the zone in which the site is located. The AR-2 ½ Zone allows for guest houses for the occupancy of family members and guests as an accessory use to the primary residence, subject to certain criteria of the Ordinance.
2. That the proposed location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.
3. That the proposed conditional use will comply with each of the applicable provisions of this Ordinance, except that a variance from the maximum distance of 60 feet between the guest house and main house is approved, allowing instead a distance of 96'.
4. That the proposed conditional use is consistent with and conforms to the goals, objectives and policies of the Doney Park Area Plan which supports accessory-living quarters for family members but not for rental.

WHEREAS, the Board of Supervisors has determined that the of conditional use permit should be approved subject to the following conditions;

1. The guest house is limited to the 756 square feet as indicated on the applicant's modified floor plan and eliminating any livable space in the garage which is not reflected on the floor plan.
2. A building permit shall be obtained for the guest house within 90 days of the effective date of the use permit.
3. The applicant shall obtain septic approval prior to issuance of a building permit.
4. Within 30 days of the effective date of this use permit a compliance schedule shall be developed and adhered to in coordination with the County Building Division to bring all other structures which have been established without permits into compliance. The compliance schedule shall include, but not be limited to the existing shed and the deck on the manufactured home, with permits obtained within 90 days of the effective date of this use permit.
5. A Deed Restriction shall be recorded with the floor plan noting the use of the guest house is only for family or guests and not for rental.
6. The use permit shall be valid for a one-year period at the end of which it will be subject to application for renewal. If at the end of the initial one-year term, all permits have not been obtained and inspections completed, the Commission may consider denying the CUP renewal and requiring all accessory living quarters to be removed. The CUP shall be subject to renewal no later than February 5, 2014.

NOW THEREFORE BE IT RESOLVED that the Coconino County Board of Supervisors hereby approves the appeal and overrules the action of the Planning and Zoning Commission denying the Conditional Use Permit for a guest house exceeding the allowable size and distance from the main house on the above-described property.

PASSED and ADOPTED this 5th day of February, 2013.

AYES:

NOES:

ABSENT:

COCONINO COUNTY BOARD OF SUPERVISORS

Elizabeth C. Archuleta, Chairwoman

(SEAL)

ATTEST:

APPROVED AS TO FORM:

Wendy Escoffier, Clerk of the Board

Bill Ring, Deputy County Attorney

STAFF REPORT

Date: September 11, 2012

To: Planning and Zoning Commission

From: Department of Community Development

Subject: Case No. CUP-12-050: A request for a Conditional Use Permit to allow a guest house exceeding allowable size and distance (925 square feet located 96 feet from the main dwelling) on 2.5 acres in the AR-2 ½ (Agricultural Residential, 2.5 acre minimum parcel size) Zone.

Applicant: Jose R. Meza, Flagstaff, Arizona
Property Owner: same
County Supervisor District: 4 (Mandy Metzger)

Location: The property is located at 8170 E. Mercury Drive in Doney Park, and is identified as Assessor's Parcel Number 301-18-032.



2500 North Fort Valley Road, Building 1 ♦ Flagstaff, AZ 86001-1287
(928) 679-8850 Fax (928) 679-8851
www.coconino.az.gov

SUBJECT PROPERTY AND SURROUNDING LAND USES

The subject property is 2.5 acres occupied by a manufactured home (27' x 56'), a detached accessory building (25' x 56') with living quarters and garage, and a two-story shed (12' x 14' x 18'H). The topography is flat and there are no significant trees on the property. Surrounding properties are occupied by single family homes on 2.5-acre parcels.

REQUEST

A Conditional Use Permit is requested for a guest house that exceeds the normal allowances for size and distance from the main house.

PROPOSED GUEST HOUSE

A guest house would be permitted on the subject property provided that it does not exceed 50% of the size of the main house up to a maximum of 800 square feet and is located no more than 60 feet away from the main house. The proposed guest house is 925 square feet and is located 96 feet from the main house. The 925 square feet represents 61% of the size of the main house and the 96-foot separation is a 60% increase of the allowable distance from the main house.

BACKGROUND AND DISCUSSION

The principal residence on the property is a manufactured home that was installed by a previous property owner with the required permits in 2003. The current property owner obtained a permit for a detached garage in 2009 and construction of the garage was completed in the same year.

Also in 2009, the applicant began building a front porch on the manufactured home without a building permit. The building inspector posted a Stop Work notice and informed the owner that a building permit was required. After the Stop Work notice was posted, the owner continued work on the front porch and began construction on a rear deck without a permit. A building inspector returned in 2011 and noted that there was now a roof over the front porch, a rear deck under construction, and living quarters being added to the detached garage.

The owner was again informed that building permits were required and that the living quarters exceeded the normal allowances for a detached guest house. In lieu of removing the living quarters, staff identified the only other option available under the guest house provisions would be to apply for a CUP for a guest house that exceeds the normal allowances. The owner submitted the CUP for the guest house to allow it to remain and submitted a building permit application for the covered front porch and the rear deck. The building permit for the porch and deck is being processed concurrently with the CUP for the guest house.

When staff posted the legal notice on the property for the CUP, there was another structure on the property built without a building permit. It is a 12' x 14' two-story shed approximately 16' to 18' in height. The applicant said it was built as a shed that doesn't require a building permit,

but it significantly exceeds the size and height of a shed that can be built without a permit, i.e. 10' x 12' single story.

There was no written narrative provided in support of the request, but the applicant stated verbally that he and his brother could not live in the same house so he needed to build the additional living quarters. When asked why he did not obtain building permits, the applicant admitted that he knew that permits were required, but didn't believe they were necessary. He stated that the structures were all over-built above and beyond building code requirements. He said he now wants to make it right by obtaining the CUP and getting the necessary permits.



Garage converted to living quarters. Manufactured home is main house. Two-story shed built without permit.

Section 9.1.F.3.h of the Zoning Ordinance states: “Application for a conditional use permit can be requested for a modification to existing structures that may not be in compliance with the limits of these provisions.” The intent of this provision was to allow a property owner to apply for a CUP to convert an existing structure to a guest house when the structure is either too big or too far from the main house under the normal regulations. In the 20 years that the guest house regulations have been in place, these provisions have been applied in several situations to allow property owners the opportunity to utilize existing structures for guest houses which otherwise would not have met the normal requirements.

This situation is a little different than others where the CUP provision has been invoked. In addition to the fact that the conversion of the garage was done without building permits when the owner knew permits were required, the result is essentially two full-size dwellings on the property, which is not permitted in the AR-2 ½ Zone. Staff does not believe this situation is consistent with the intent of the Ordinance, and can't recommend approval of the CUP in this case. If the CUP is denied, the owner has the option to appeal the decision to the Board of Supervisors or convert the building back to a non-habitable structure. Should the applicant not succeed in obtaining a CUP or correct the violation voluntarily, the case will be referred to Zoning Enforcement for further action which may include legal action in Superior Court if necessary.

FINDINGS OF FACT

In order to approve a Conditional Use Permit, the Planning and Zoning Commission must make the following findings of fact:

1. That the proposed location of the conditional use is in accord with the objectives of this Ordinance and the purpose of the zone in which the site is located.
2. That the proposed location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.
3. That the proposed conditional use will comply with each of the applicable provisions of this Ordinance, except for approved variances.
4. That 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.

Staff does not believe the required findings of fact can be made in this case. In staff's opinion, the proposed guest house does not fit the intent of the guest house provisions of the Ordinance, but is more akin to a second full-size dwelling on the property which is not permitted in the AR-2 ½ Zone (finding #1). Building permits are intended to maintain and promote public health, safety, and welfare. The proposed guest house has been built without the required permits, so at this point, it is not known if the living quarters are code-compliant or if the septic system to which it is connected has sufficient capacity to ensure public health, safety, and welfare (finding #2). The proposed guest house does not comply with the applicable provisions of the Ordinance for maximum size in relation to the main house or for maximum separation from the main house (finding #3). There are no goals or policies in the Coconino County Comprehensive Plan or the Doney Park Timberline-Fernwood Area Plan that would support the after-the-fact approval of noncompliant structures built without permits (finding #4).

CITIZEN PARTICIPATION PLAN

The applicant submitted a copy of a letter that he says was sent to all property owners within 300 feet seeking their input. He did not provide any further information about any responses he received and staff has not heard from any of the neighbors.

RECOMMENDATION

Based on the foregoing analysis, staff recommends denial of CUP-12-050. However, if the Commission can make the required findings of fact and is inclined to approve the request, staff recommends that approval be subject to the following conditions.

1. The guest house is limited to the 925 square feet as shown on the applicant's floor plan.
2. A building permit shall be obtained for the guest house within 90 days of the effective date of the use permit.
3. The applicant shall obtain septic approval prior to issuance of a building permit.
4. The building permit shall include the existing two-story shed that was built without a permit or the shed shall be removed.

5. The use permit shall be valid for a one-year period at the end of which it will be subject to application for renewal. If at the end of the initial one-year term, all permits have not been obtained and inspections completed, the Commission may consider denying the CUP renewal and requiring all accessory living quarters to be removed. The CUP shall be subject to renewal no later than September 25, 2013.

Respectfully submitted,

Sue E. Pratt, AICP, Director
Prepared by John P. Aber, Assistant Director

**Planning and Zoning Commission
Meeting of September 25, 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
Tammy Ontiveros
John Ruggles
Maggie Sacher
Don Walters

Members Absent

Mary Williams

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 5:40PM. He noted procedures to the audience. He noted a change to the Agenda. Item 9 will not be heard this evening because of a legal notice error.

II. PUBLIC HEARINGS

3. Case No. CUP-12-050: A request for a Conditional use Permit to allow a guest house exceeding size and distance (925 square feet located 96 feet from the main dwelling) on property in the AR 2 ½ (Agricultural Residential, 2 ½ acre minimum parcel size) Zone. The property consists of 2.5 acres, is located at 8170 E. Mercury Drive in Doney Park, and is identified as Assessor's Parcel Number 301-18-032.

Applicant: Jose R. Meza, Flagstaff, Arizona

Mr. Aber summarized the staff report and noted staff is recommending denial of the Case. If the Commission can make the Findings, there are conditions listed in the staff

report.

Commissioner Doggett said what disturbs him the most is the applicant acknowledged he knew he needed permits. It was deliberate that he was building two houses. He can make the decision that it does not comply with the Ordinance and would vote to deny the request.

Commissioner Walters asked if the garage was used as a garage. Mr. Aber explained there was a garage permit issued and finalized as a garage. He added there were also decks and a large shed built without permits. They received a Stop Work notice and were informed that building permits were required but continued to do work. At that time he also started work on changing the garage into a house. Between 2009 and now it has been ongoing. Mr. Aber added the applicant admitted to him he knew he had to get permits but did not believe in them and did not believe they were necessary.

Commissioner Ontiveros stated this is a blatant disregard of the Ordinance, especially after receiving a Stop Work Notice and felt it should be going to Zoning Enforcement. Mr. Aber said that is where it is going to next. Commissioner Ontiveros said she could not vote any other way than denial. Since the applicant is not present she cannot vote any other way.

Commissioner Ruggles asked about the two-story shed. Mr. Aber said he discovered that when he went to the property. It was not on the site plan. When Mr. Aber questioned the shed, the applicant said he believed that was the size he could build without a building permit. Commissioner Ruggles said he could tell it well exceeds the size allowed.

The Applicant was not present. There was no public comment.

MOTION: Commissioner Sacher moved to deny Case No. CUP-12-050 with the reasons listed in the staff report. Commissioner Doggett seconded the Motion. The Motion to deny was unanimous.

Commissioner Doggett asked where this would go from here. Mr. Aber explained it would go to Zoning Enforcement. If he doesn't comply, then to the County Attorney's office then to Superior Court. Ms. Pratt added the applicant does have the option to appeal to the Board of Supervisors before it goes to Zoning Enforcement.

At 6:40PM Jose Meza arrived for his Case (Item 3, Case CUP-12-050). They stated they went to the wrong County Building. They asked to have their case heard again. Ms. Leiser explained the final decision was made by the Planning and Zoning Commission and they can appeal to the Board of Supervisors. Chairman Buzzard explained the Case was heard and was denied. As the applicant, they have rights to appeal that decision to the Board of Supervisors. Ms. Pratt noted they have 15 days to appeal.

III. PUBLIC APPEARANCES – ITEMS NOT ON THE AGENDA

There was no public present for comment.

The meeting adjourned at 7:20PM.

Chairperson, Coconino County
Planning and Zoning Commission

ATTEST:

Secretary, Coconino County
Planning and Zoning Commission



Meeting Date: November 20, 2012

DATE: November 13, 2012

TO: Honorable Chairman and Members of the Board

FROM: Sue E. Pratt, Community Development Director

SUBJECT: Appeal of Case No. CUP-12-050: An appeal of P&Z Commission action denying a Conditional Use Permit for a guest house exceeding the allowable size and distance requirements (925 square feet located 96 feet from the main dwelling) on 2.5 acres in the AR 2 ½ (Agricultural Residential, 2.5 acre minimum lot size) Zone. The property is located at 8170 East Mercury Drive in Doney Park and is identified as Assessor's Parcel Number 301-18-032. Appellant: Jose R. Meza, Flagstaff, Arizona.

RECOMMENDATION:

Staff recommends the Board uphold the decision of the Planning and Zoning Commission and deny the appeal of Case No. CUP-12-050 through adoption of Resolution 2012-45.

BACKGROUND:

At its meeting of September 25, 2012 the Planning and Zoning Commission unanimously denied the Conditional Use Permit request. The Commission agreed with staff that the proposed guest house is not consistent with the intent of the Zoning Ordinance and that the result is essentially two full-size dwellings on a single parcel in the AR 2 ½ Zone where only a single residence is permitted. In addition, the applicant built the second dwelling without a building permit when he knew building permits are required.

Although a notice was mailed to the applicant with the time and place of the hearing indicated and a notice was posted on the property with the same information, the applicant was not present at the hearing when the Commission took action to deny the request. There was no public present at the hearing either. The applicant arrived an hour after the Commission had taken action and explained that he had gone to the wrong County building. The Chairman informed the applicant of his right to appeal.

ALTERNATIVES:

The Board could reverse the decision of the Planning and Zoning Commission and approve CUP-12-050.

FISCAL IMPACT:

None

REVIEWED BY ELECTRONIC ROUTING

ATTACHMENTS:

BOS Resolution 2012-45
Staff Report to the Planning and Zoning Commission
Minutes of the September 25, 2012 Meeting

OFFICE OF THE COCONINO COUNTY BOARD OF SUPERVISORS,
COCONINO COUNTY, FLAGSTAFF, ARIZONA
TUESDAY, NOVEMBER 20, 2012

The Board of Supervisors met in Regular Session on Tuesday, November 20, 2012 at 6:00 p.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 Mandy Metzger, Supervisor Lena Fowler.

Absent/Excused: Supervisor Matthew Ryan.

Also Present: Deputy County Manager Larry Dannenfeldt, Deputy County Attorney William Ring, Community Development Director Sue Pratt, Chief Deputy Assessor Armando Ruiz, Recorder Candace Owens, Public Works Deputy Director Mike Lopker, Public Works Deputy Director Lucinda Andreani, Finance Budget Manager Megan Zickerman, Public Works Director/Assistant County Manager Andy Bertelsen, Clerk of the Board Wendy Escoffier, Recording Specialist Jonathan McIntosh, Superintendent of Schools Robert Kelty, Parks & Recreation Director Judy Weiss, Assistant County Manager/Human Resources Director Allison Eckert, Interim Chief Health Officer Kimbal Babcock, and Health/Environmental Services Division Manager Randy Phillips.

Call to Order and Pledge of Allegiance

Chairman Taylor called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

Call to the Public for Items Not on the Agenda

Rob Wilson of Flagstaff, Arizona stated he believed there were violations of the State elections' manual on November 6, 2012. Mr. Wilson asked the Board not to canvass the election results. Chairman Taylor outlined the legal authority of the Board of Supervisors: law mandates that the Board of Supervisors approve the canvass, as long as all precincts fully reported results.

Vincent Richie of Flagstaff stated he has a legal claim against the county. In response, Chairman Taylor stated that the County Manager would follow up with the item.

Consent Agenda

Motion: Approve consent agenda with the correction to item 5, **Moved By:** Vice Chairwoman Archuleta. **Seconded By:** Supervisor Fowler **Discussion:** Board members noted that Supervisor Ryan wanted contributions from his district (District 3) on item 5 to increase to \$3,000, instead of \$2,000. **Passed:** Unanimously.

1. Approve Work Session minutes for October 30, 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>
11/08/2012	91304500-91304728	323,235.43
11/08/2012	500-515	43,938.47
11/15/2012	91304730-91304998	2,490,146.15
11/15/2012	516-527	33,029.82

3. Adopt Resolution 2012-39 to correct the tax roll as noted on the Tax Roll Correction Summary dated October 30, 2012. **Assessor**
4. Approval of Community Grant Funding from District 2-\$1,000 to AZ Board of Regents for and on behalf of NAU to assist with costs associated with the replacement of seats in Ardrey Auditorium. **Board of Supervisors**
5. **Item Amended.** Approval of Community Grant Funding from District 3-\$2,000; District 5-\$2000 for a total of \$4000 to Arizona Japanese Marketing Coalition c/o Sedona Chamber of Commerce to assist with costs associated with securing Fieldstar International to promote Northern Arizona region to Japanese travelers. **Board of Supervisors**
6. Approval of Coconino County Elections Intergovernmental Agreement (IGA) to Provide Election Services for the Town of Tusayan General Election November 6, 2012. **Elections/Recorder**
7. Canvass the election returns for the Williams Unified School District #2 special 10% override election, Page Unified School District #8 special 15% override election and Flagstaff Unified School District #1 special bond election held on November 6, 2012. **Superintendent of Schools**
8. Acknowledge the official boundaries of the following school districts within the confines of Coconino County , as submitted by the County School Superintendent: Flagstaff USD #1; Williams USD #2; Grand Canyon USD #4; Chevelon Butte SD #5; Fredonia-

Moccasin USD #6; Page USD #8; Maine Consolidated SD #10; Tuba City USD #15.

Superintendent of Schools

9. Canvass the Flagstaff USD #1, the Fredonia-Moccasin USD #6, the Tuba City USD #15, the Page USD #8, and the Grand Canyon USD # 4 School Board Elections held on November 6, 2012. The County Board of Supervisors must approve the unofficial results before they are sent to the Arizona Secretary of State. **Superintendent of Schools**

Action Items

10. Review of comments received during the 45-day comment period and approval of FY13 Title III projects under the Secure Rural Schools and Community Self Determination Act.

Finance

County Budget Manager Megan Zickerman reviewed the summary for Title III projects and stated the County received no comments from the public.

Motion: Approve Title III projects under the Secure Rural Schools and Community Self Determination Act, **Action:** Approved, **Moved by** Supervisor Metzger, **Seconded by** Vice Chairwoman Archuleta. **Discussion:** When Vice Chairwoman Archuleta seconded the motion she requested for her second to acknowledge that there were no comments to review. In response to Chairman Taylor, Vice Chairwoman Archuleta provided an explanation of Title III funding. Search & Rescue Sergeant Aaron Dick spoke about how the Search and Rescue team will benefit from these revenue allocations. **Passed:** Unanimously.

11. Approve the Canvass of the Election Results for November 6, 2012 General Election.

Elections/Recorder

County Recorder Candace Owens presented the November 6, 2012 General Election Canvass. Ms. Owens provided a summary of election statistics: including voter turnout, provisional ballots, and early voting. In the conclusion of her overview Ms. Owens stated there was a decline in voters on reservation sites and she said this follows a trend of decreasing voter turnout on the reservation.

Ms. Owens answered questions from the Board of Supervisors on the voting process, including questions about early ballot voting versus voting at physical locations. Ms. Owens also spoke with the Board about provisional and conditional ballots and clarified with Supervisor Metzger that ballots from unregistered voters cannot legally be counted.

Ms. Owens addressed the concerns expressed by Mr. Wilson during the public comment with an explanation of the voting process and she provided an overview of safeguards from voter fraud and the chain of custody involved with ballots. Ms. Owens said election results are sent electronically from the polling places and the sealed boxes of ballots are only opened for a hand count. The Board expressed their gratitude towards Ms. Owens for her dedication to Coconino

County and for her knowledge and patience. Ms. Owens expressed her pleasure in working for the County for the last 33 years. It was noted that Ms. Owens is retiring December 31, 2012.

Motion: Approve the canvass of the 2012 elections, **Action:** Approved, **Moved by** Supervisor Fowler, **Seconded by** Vice Chairwoman Archuleta. **Passed:** Unanimously.

12. **PUBLIC HEARING AND CONSIDERATION OF:** Ordinance No. 2012-09 for Case No. ZC-12-006: A request for a Zone Change from RS-4 (Residential Single Family, 4-acre minimum lot size) to RS-10,000 and RS-3 (Residential Single Family, 10,000 square foot minimum lot size, and 3-acre minimum lot size, respectively) Zones for a 4.09 acre parcel. The property is located on the west side of Kachina Trail south of Mesa Trail in Kachina Village and is identified as 2722 Kachina Trail and Assessor's Parcel Number 116-176-001W. Applicant: Doug Burke, Flagstaff, Arizona. **Community Development**

Community Development Director Sue Pratt spoke on the zone change request and its purpose: to split two parcels. In response to questions from Supervisor Archuleta, Ms. Pratt provided information on the adjacent lot sizes and minimum lot sizes. Ms. Pratt reviewed the history of zoning in the area and answered questions about public access and lack thereof stating that the adjacent properties have road frontage and do not use the subject property for access. The applicant declined to speak.

Chairman Taylor opened the public hearing at 7:00 pm and receiving no comment, closed the public hearing.

Vice Chairwoman Archuleta reviewed the findings that she could make: that the change is consistent with the goals objectives and policies of the general plan and the ordinance; that it is in the interest or will further the public health, safety, comfort, convenience and welfare; that the change will not adversely affect the established character of the surrounding neighborhood, nor will it be detrimental to the adjacent properties.

Motion: With those findings I would like to move the approval of this particular item which is the request for the zone change from the SR-4 to the SR 10,000 and SR-3 per the attached ordinance., **Action:** Approved, **Moved by** Vice Chairwoman Elizabeth C. Archuleta, **Seconded by** Supervisor Mandy Metzger. **Passed:** Unanimously

13. **PUBLIC HEARING AND CONSIDERATION OF:** Ordinance No. 2012-10 for Case No. ZC-12-007: A request for a Zone Change from RS-10,000 (Residential Single Family, 10,000 square foot minimum lot size) to RS-36,000 (Residential Single Family, 36,000 square foot minimum lot size) for a 40,946 square foot parcel. The property is located at 17735 S. Walapai Road in Munds Park and is identified as Northernaire Unit 2 Lot 239 and as Assessor's Parcel Number 401-41-005A. Applicant: Philip and Madeline Alger Family Trust, Munds Park, Arizona. **Community Development**

Community Development Director Sue Pratt used a map to explain the location of the property in question in relation to the Munds Park Clubhouse. She said the current owners would like the zoning change to allow the property to be used as a bed and breakfast via a conditional use permit and allow them to market the property. She emphasized that a conditional use permit for a bed and breakfast is not guaranteed. She provided zoning information of adjacent properties and said the Planning Commission supported the request unanimously and there was no public comment against it.

In response to questions from Supervisor Archuleta, Ms. Pratt confirmed that the property as it is zoned could be split into additional smaller lots and the zone change would preclude that ability.

An unidentified resident from Munds Park stated the applicant could not be present due to surgery and said that she thought Ms. Pratt represented the case well.

Chairman Taylor opened the public hearing at 7:06 pm and receiving none closed the public hearing.

Motion: Being able to make the findings: one that the change is consistent with the goals objectives and policies of the general plan and this ordinance. Two, that the change is in the interest of or will further the public health, safety, comfort, convenience and welfare. And three, that the change will not adversely affect the established character of the surrounding neighborhood nor will it be detrimental to the adjacent properties, I move that we approve Case ZC-12-007: A request for a Zone Change from RS-10,000 to RS-36,000 for a 40,946 square foot parcel in pinewood per ordinance No. 2012-10, **Moved by** Supervisor Mandy Metzger, **Seconded by** Vice Chairwoman Elizabeth C. Archuleta. **Passed:** Unanimously.

14. **PUBLIC HEARING AND CONSIDERATION OF:** Adoption of Resolution No. 2012-44 to amend the adopted fee schedule for selected departments; that implementation of the proposed revisions to the County fee schedule take effect on January 1, 2013; and delay implementation of the two new Environmental Quality fees, Alternate System (gravity flow) permit and Commercial Alternate System (gravity), until July 1, 2013.

Finance

County Budget Manager Megan Zickerman reviewed the proposed resolution and presented the item to the Board.

Chairman Taylor opened the item to the public and after receiving no response, closed the public hearing.

The Board and Health/Environmental Services Division Manager Randy Phillips discussed fees for the average home owner and septic systems that use gravity, more of those systems are being proposed and the fees would be different for those systems. Mr. Phillips clarified when an engineer is needed for alternative septic systems.

Motion: Adopt Resolution 2012-44 amending the adopted fee schedule for the selected departments. In that recommendation is information about with the schedule to take effect, which January, 1 2013 except for Environmental Quality fees, Alternate System (gravity flow) permit and Commercial Alternate System (gravity), until July 1, 2013., **Action:** Approved, **Moved by** Vice Chairwoman Elizabeth C. Archuleta, **Seconded by** Supervisor Mandy Metzger. **Passed:** Unanimously.

15. **PUBLIC HEARING AND CONSIDERATION OF:** Resolution No. 2012-45 for Case No. CUP-12-050: An appeal of Planning and Zoning Commission action denying a Conditional Use Permit requesting a guest house exceeding the allowable size and distance requirements (925 square feet located 96 feet from the main dwelling) on 2.5 acres in the AR-2.5 (Agricultural Residential, 2.5 acre minimum parcel size) Zone. The property is located at 8170 E. Mercury Drive in Doney Park, and is identified as Assessor's Parcel Number 301-18-032. Appellant: Jose R. Meza, Flagstaff, Arizona.
- Community Development**

Ms. Pratt provided information on the appeal to deny a conditional use permit. She stated that the applicant was not at the Planning and Zoning hearing, which is why they appealed. Ms. Pratt then went over other details involved with the denial from the Planning and Zoning Commission; buildings constructed without permits and two residences on the property in violation of the zoning ordinance. Ms. Pratt recommended that the Board of Supervisors deny the. Vice Chairwoman Archuleta inquired about the attached guest-house with size limitations. Applicant Jose R. Meza addressed the Board and explained that he could not attend the Planning and Zoning Commission hearing because of an accident that blocked the road. He reviewed the buildings on the property; said he was not aware of the first stop-work order, and stated that he wanted to comply with the law. During the applicant's presentation, it was stated that Mr. Meza's two sons live on the property and that the garage had been converted to a second residence to allow the brothers to have separate residences.

The son of the applicant, Jose Meza alleged the existence of an employee incentive program to report violations. Chairman Taylor replied that such an incentive program did not exist and Ms. Pratt added that the Building Inspector's actions were the sole result of an inspector identifying activity done without a permit.

Chairman Taylor opened the public hearing at 7:39 p.m.

Craig Priest of Coconino County expressed his support for the Meza family.

Receiving no additional comments, Chairman Taylor closed the public hearing.

The Board discussed ways to resolve this issue with Ms. Pratt: legal ramifications of possible actions the Board may perform, modifications that the applicant could perform on the property and the legal ramifications of those modifications. The legal details of the building ordinance

were provided by Ms. Pratt. Chairman Taylor stated that enforcement versus forgiveness was the chief issue in this case.

Chairman Taylor put forth the idea to have a grace period which would allow a redesign of the garage to fit living space requirements.

Chairman Taylor called for a break at 8:12 pm and reconvened the meeting at 8:18 pm.

Ms. Pratt provided suggestions to decrease the size of the guest house and increase the size of the primary structure to decrease the distance and bring the property into compliance. She suggested the item be continued.

Motion: A continuance for 60 days or until nearest Board meeting to work with staff and propose a solution to the Board. **Action:** Continued, **Moved by** Supervisor Mandy Metzger, **Seconded by** Vice Chairwoman Elizabeth C. Archuleta. **Discussion on Motion:** Supervisor Archuleta reminded them they are in the wrong on this issue and asked for their full cooperation. **Passed:** Unanimously.

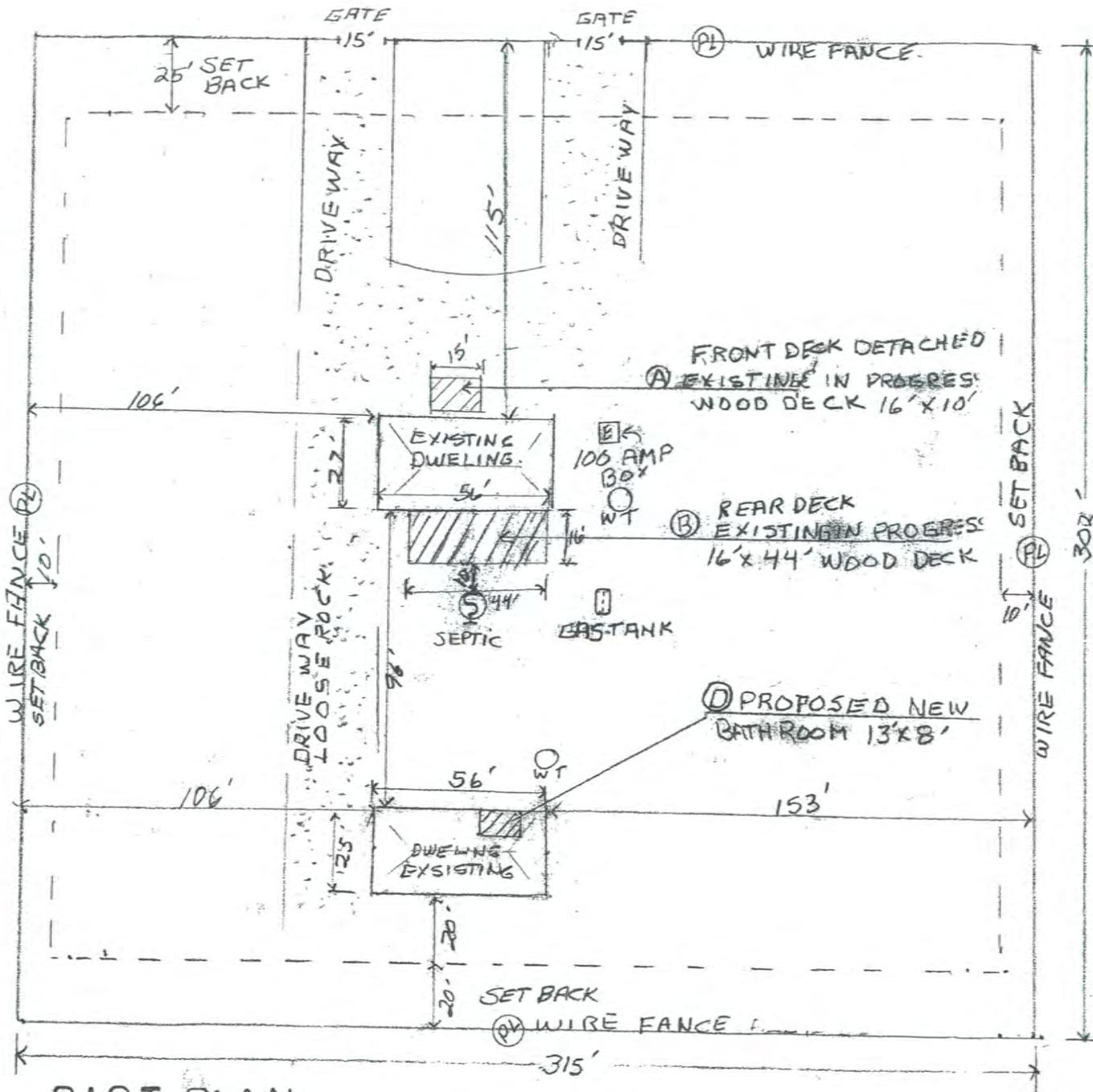
There being no further business, Chairman Taylor adjourned the meeting at 8:22 pm.

COCONINO COUNTY BOARD OF SUPERVISORS

Carl Taylor, Chairman

ATTEST:

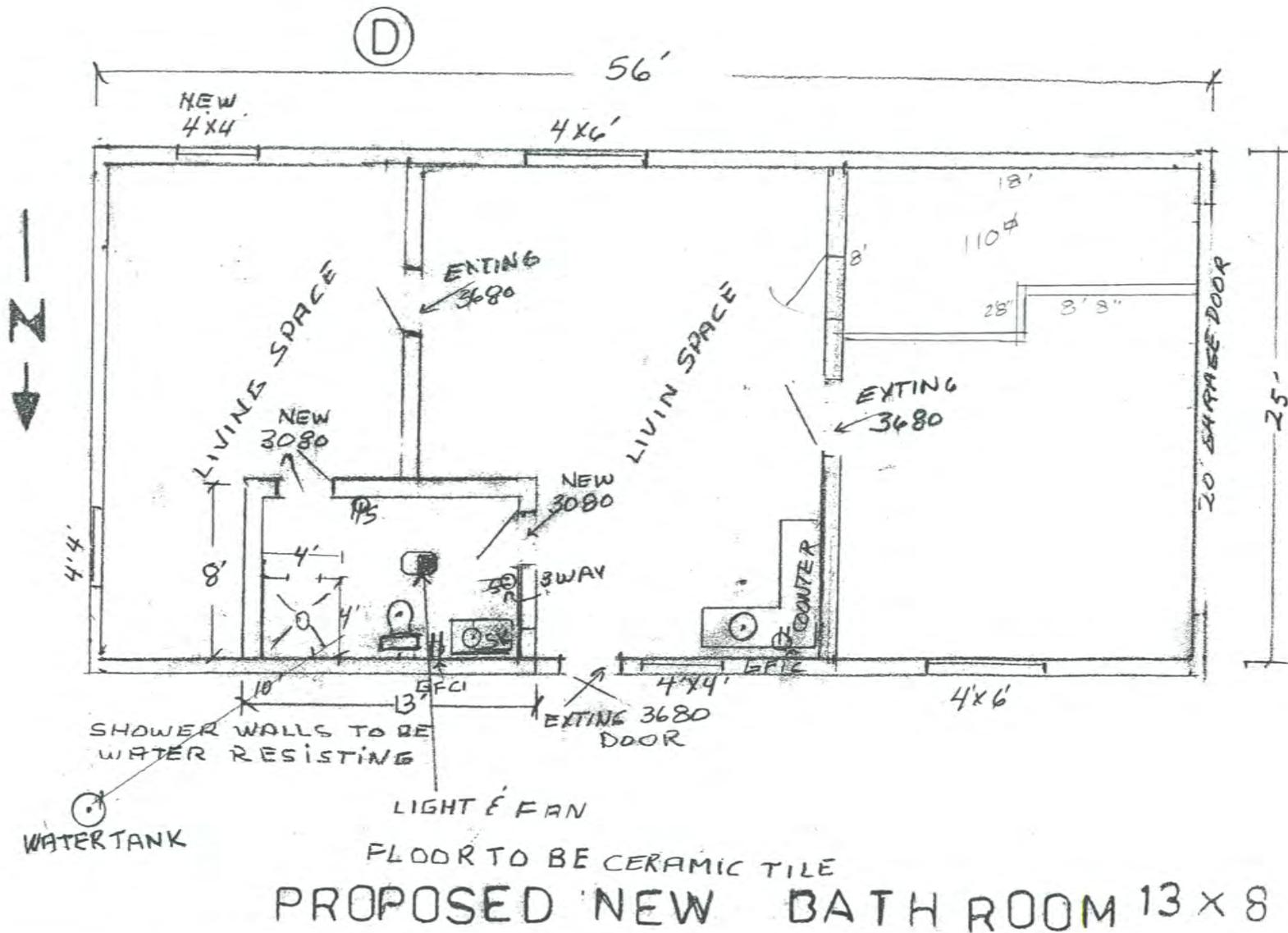
Wendy Escoffier, Clerk of the Board



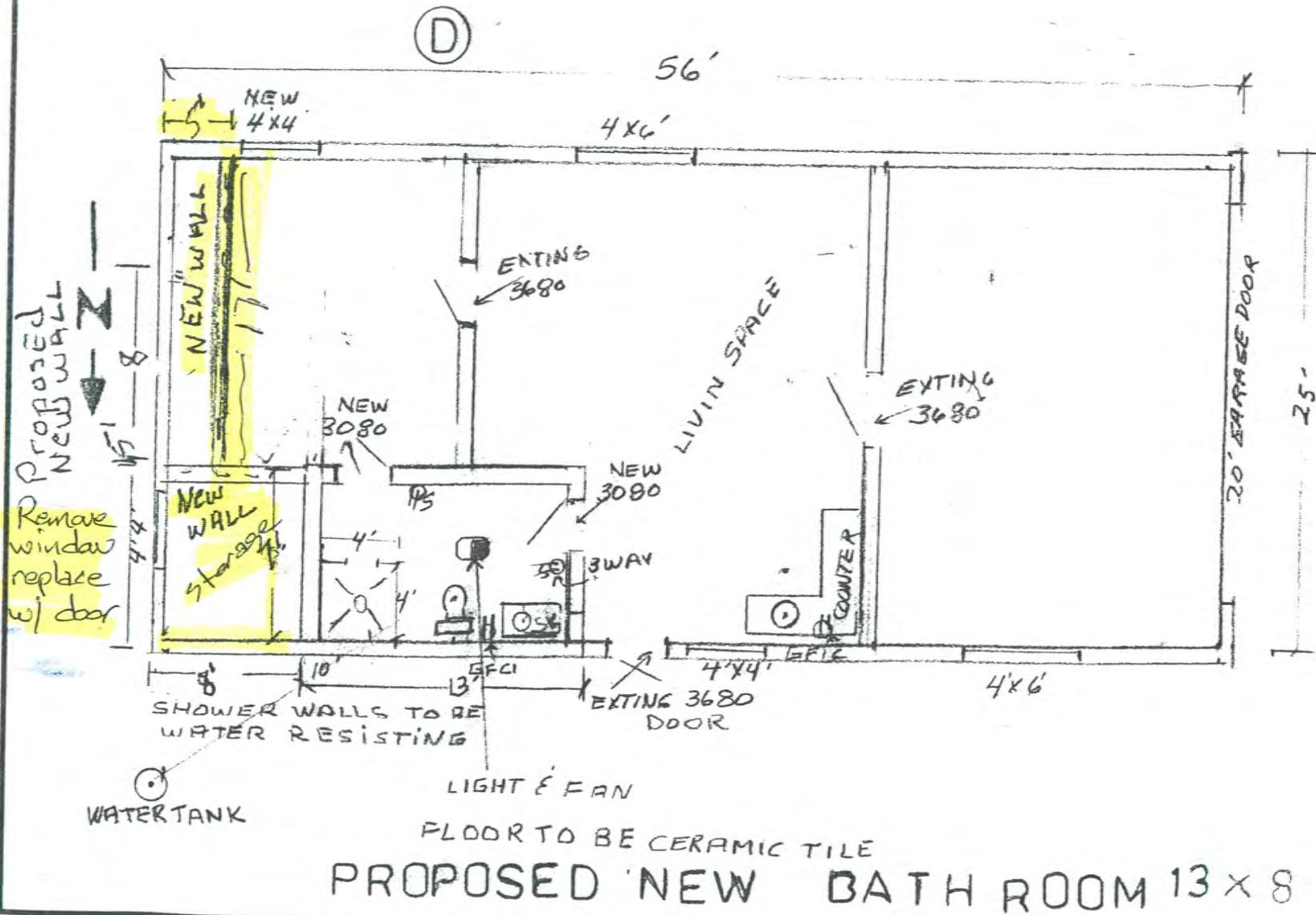
PLOT PLAN

JOSE-R-M	
SCALE: 1" = 40'	APPR
DATE:	

As-Built Floor Plan 1035 Φ habitable guest house



Proposed Revision



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

- Board Member Assignments to Boards and Committees
- Strategic Priority Area Descriptions and Strategies
- Planning Calendar for 2013
- 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 Babbott
 - District 2 – Supervisor Archuleta
 - District 3 – Supervisor Ryan
 - District 4 – Supervisor Metzger
 - District 5 – Supervisor Fowler
 - Other

BOARD OF SUPERVISORS
COMMITTEE ASSIGNMENT 2013

A - 2/5/2013 - Roundtable

Committee Name	Member 2013	Alternate 2013	Assistant/ Staff	Meeting Dates	Phone contact
Alliance Policy Board (BOS Chair) - To identify and implement cooperative work programs that will benefit the community /region, make best use of scarce resources, and provide better services to our citizens. The member agencies recognize the importance of fiscal stability and local control for cities and counties.	Archuleta	Ryan			779-7604
Board of Health - Advisory board to the Health Department Director and the Board of Supervisors. The Board may recommend rules and regulations for the protection and preservation of public health.	Archuleta	Babbott		2nd Thursday of the month, 12:00 pm	Pat Morgan 522-7810
Coconino Plateau Water Advisory Council Two Representatives - To coordinate and cooperate in the identification and implementation of comprehensive policies and projects to assist in understanding water availability and meeting water needs of the residents, landowners and businesses of the Coconino Plateau.	Metzger as member. Archuleta on Exec Commit. Post for quorum	Babbott	Keene - Gov't Outreach Pratt - TAC	Last Fri of Month, 10am - noon	Ron Doba 480-299-5764
Criminal Justice Coordinating Council	Archuleta	Fowler		Bi-monthly, alternates with Exec Committee meeting	Toby Olvera 679-7136
Criminal Justice Coordinating Council Executive Committee	Metzger	Fowler		Bi-monthly, alternates with CJSCC Committee meeting	Toby Olvera 679-7136
County Supervisors Association - State advocacy group for county supervisors	All are members		Daley (proxies) Keene	3rd Thursday/mo Phoenix,	Penny Adams - CSA 602-452-4502
County Supervisors Association - Medium Counties Caucus	Fowler, Chairperson		Keene/CSA	3rd Thursday/mo Phoenix, 12:00 pm	CSA office /602-252-4514
CSA Legislative Policy Committee - implements the legislative program adopted by the CSA Board.	Metzger		Keene	Every Friday during Legislative Session Except CSA Board Days, 10:00 am	Penny Adams - CSA 602-452-4502
CSA Executive Committee	Metzger		Keene/CSA	3rd Thursday of the month 9:30 am	CSA office /602-252-4514
Economic Collaborative of Northern Arizona (ECoNA) - Economic Development - Executive Committee			Larry Dannenfeldt		

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BOARD OF SUPERVISORS
COMMITTEE ASSIGNMENT 2013

A - 2/5/2013 Roundtable
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Committee Name	Member 2013	Alternate 2013	Assistant/ Staff	Meeting Dates	Phone contact
Flagstaff City-Coconino Public Library - Consider and deliberate on matters of concern to the Flagstaff City Council, the Coconino County Board of Supervisors and the citizens of the City and County, that affect the operation and efficiency of the library. Library Boards also exist in Forest Lakes, Fredonia, Grand Canyon, Sedona, Page, and Williams.	Fowler	Babbott		4th Friday/month 3:30 - 5:30 pm	Heidi Holland 779-7673
Flagstaff Cultural Partners -	Babbott	Fowler		3rd Wednesday/every other month 12:00 noon	John Tannous 779-2300 x101
Flagstaff Metropolitan Planning Organization (FMPO) - To plan and facilitate a balanced multimodal transportation system that enhances our community's character, environment and economic and social vitality.	Ryan Metzger Babbott interested		Daley	4th Wednesday 8-10 a.m.	Dave Wessell 779-7650
FMPO -RTAC - Technical Advisory Committee (Selected by FMPO)	Ryan				Kevin Adam
Flagstaff Area Regional Land Use and Transportation Plan Steering Committee	Ryan Metzger		Dannenfeldt		
Flagstaff Chamber of Commerce as member	Archuleta/Ryan interested		Carol Curtis	4th Tuesday/month 4:00 pm	
Four Forest Restoration	Metzger	Ryan			
Juvenile Community Advisory Board Executive Committee	Fowler	Babbott interested		Meets as needed	Brian Matsuda, 779-6772
National Association of Counties - National advocacy organization for counties. Post for quorum. All are members.	All Board members				
NACo Board	Archuleta				
NACo Public Lands Steering Committee	Archuleta, Member Metzger, Member				
NACo Watershed Protection Bond Committee	Archuleta				

BOARD OF SUPERVISORS
COMMITTEE ASSIGNMENT 2013

A - 2/5/2013 - Roundtable
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Committee Name	Member 2013	Alternate 2013	Assistant/ Staff	Meeting Dates	Phone contact
NACo Rural Action Caucus (RAC)	Metzger				
NACo Financial Intergovernmental Affairs - County Tribal Relations Committee	Fowler, Chair Babbott Member Finance/Intergov't				
NACo Transportation Committee - Mass Transit and Rail	Ryan, Vice Chair		Daley	4 times a year plus bi-weekly conference calls with leadership	
NAIPTA	Ryan interested	Archuleta Babbott	Keene - TAC	3rd Wednesday/month 10 a.m.	Rhonda Cashman 679-8922
Northern Arizona Council of Governments (NACOG) POST FOR QUORUM	Archuleta, Executive Committee	Fowler Babbott	Thomas	4th Thursday/even months, 9:00 am: Feb, April, June, Aug, Oct, Dec	Cindy Binkley - 928-213-5228
NACOG - Economic Development Committee	Babbott				
NACOG - Rural Transportation	Ryan				
Sustainable Buildings Committee (Currently discussing the Energy Conservation Code)		Fowler	Amanda Acheson	2nd Thursday of the month, 3:30 - 5 pm @ Willow Bend Environmental Education	Amanda Acheson 679-8853
STAFF ATTENDED					
African American Advisory Council - <i>To provide an official liaison and communication link between Coconino County's African American community and Coconino</i>	Attended by Staff		Lindsay Daley	2nd Wednesday/ Month County Admin, 5:00 pm	Lindsay Daley 679-7163
Both Hands Advisory Board	Janet Regner			Quarterly	Devonna McLaughlin 214-7456
Coconino County Council on Aging - <i>Advise and advocate on behalf of the senior citizen population in Coconino County. Works directly with all Coconino County</i>	Community Services			Meets Quarterly 3rd Thursday/month Health Bldg, 11:00 am	Pat Carus 635-2628
Hispanic Advisory Council - <i>To provide an official liaison and communication link between Coconino County's Hispanic/Latino community and Coconino County.</i>	Attended by Staff		Theresa Thomas	1st Monday of the month at 5:30 p.m. - County Admin building	Theresa Thomas 679-7162
Inter-Tribal Advisory Council - <i>To provide an official liaison and communication link between Coconino County's Native American community and Coconino County.</i>	Attended by Staff		Susie Garretson	1st Monday/month Co Admin, 5:30 pm	Susie Garretson 679-7164

BOARD OF SUPERVISORS
COMMITTEE ASSIGNMENT 2013

A - 2/5/2013

Committee Name	Member 2013	Alternate 2013	Assistant/ Staff	Meeting Dates	Phone contact
DISTRICT SPECIFIC					
District One - Supervisor Babbott					
AZ Criminal Justice Council					
SEDI - Sustainable Economic Development Initiative. POST FOR QUORUM	Metzger Babbott				Carol Curtis
Snow Play Area (Ad Hoc) Economic Development	Babbott & Ryan		Alex Wisniewski		
District Two - Supervisor Archuleta					
Arizona Association of Chicanos for Higher Education	Archuleta		Thomas	3rd Friday of the month	
D.R.E.A.M.S. meeting	Archuleta		Thomas	2nd Monday of each month at 6:30 p.m.	Rev. Lockett
Governor's Citizen's Traffic Stop Commission	Archuleta		Thomas	Limited appointment - monthly	Dora Vasquez - Gov. Office
Governor's Latino Advisory Council	Archuleta		Thomas	Quarterly	Diana Saunders - Gov. Office
Plaza Vieja Neighborhood Association	Archuleta		Thomas	2nd Wednesday of the month 6:00 p.m - 7:30 p.m.	Laura Meyers - 522-0266
Raul H. Castro Institute Advisory Council	Archuleta		Thomas	Bi-Monthly meetings	
Southside Community Association	Archuleta		Thomas	3rd Thursday of the month - 6:00 p.m. - 7:30 p.m.	Anna at Murdoch Center 226-7566
Timberline/Fernwood Neighborhood Watch Meetings	Archuleta		Thomas	1st Tuesday of the month at 6:30 p.m.	Gerry Blair - 5089

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BOARD OF SUPERVISORS
COMMITTEE ASSIGNMENT 2013

A - 2/5/2013 Roundtable
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Committee Name	Member 2013	Alternate 2013	Assistant/ Staff	Meeting Dates	Phone contact
United Way of Northern Arizona	Archuleta		Thomas	bi-monthly meetings	Samantha - 773-9813
Weed & Seed Steering Committee/Sunnyside Neighborhood Association District 2 Representative	Archuleta	Fowler	Thomas	2nd Thursday of the month - 6:00 p.m. - 7:30 p.m.	Coral Evans 213-5900
District Three - Supervisor Ryan					
Blockwatch/Neighborhood Watch - Bellemont	Ryan		Daley		
BlockwatchNeighborhood Watch - Sherwood Forest Estates	Ryan		Daley		
Blockwatch/Neighborhood Watch - Spring Valley Road					
CCC Small Business Development Center Advisory Council	Ryan		Daley	Every other month as called	
Centennial Forest Advisory Committee	Ryan		Daley	Twice/year and/or as called	
Oak Creek Watershed Council	Ryan		Daley	2nd Friday every 2 months 9:30 - noon	
Pinewood Neighborhood Watch	Ryan		Daley	3rd Wednesday, quarterly 6-8	
Sedona/Oak Creek Chamber of Commerce as member	Ryan		Daley	3rd Thursday/month @ 7:30 am	Jennifer Wesselhoff 928-204-1123
Snow Play Area (Ad Hoc) Economic Development	Babbott & Ryan		Alex Wisniewski		
Verde Valley Water Advisory Group	Ryan	Archuleta	Daley	As Needed	
Williams/Grand Canyon Chamber of Commerce as member	Ryan	Babbott	Daley	3rd Friday/month @ 11:00am - 1:00pm	Donna Liddle 928-635-1418

BOARD OF SUPERVISORS
COMMITTEE ASSIGNMENT 2013

A - 2/5/2013 - Roundtable

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Committee Name	Member 2013	Alternate 2013	Assistant/ Staff	Meeting Dates	Phone contact
District Four - Supervisor Metzger					
Alpine Ranchos Neighborhood Watch					
AZ Centennial Forest					
Doney Park Neighborhood Watch	Metzger		Garretson	1st Thursday of month	
Hopi/ADOT/BIA Steering Committee	Metzger		Garretson		
Navajo/ADOT/BIA Steering Committee	Metzger		Garretson		
Navajo Nation Chamber of Commerce	Metzger				
Picture Canyon Core Group	Metzger		Garretson	1st or 2nd Wednesday/month	
SEDI - Sustainable Economic Development Initiative. POST FOR QUORUM	Metzger Babbott				Carol Curtis
Tuba City Open Dump with Moenkopi	Metzger		Garretson		
District Five - Supervisor Fowler					
Navajo/ADOT/BIA Steering Committee	Fowler				
Navajo Nation Chamber of Commerce	Fowler				
SEDI - Sustainable Economic Development Initiative. POST FOR QUORUM	Metzger	Babbott			Carol Curtis

BOARD OF SUPERVISORS
 COMMITTEE ASSIGNMENT 2013

Committee Name	Member 2013	Alternate 2013	Assistant/ Staff	Meeting Dates	Phone contact
Tuba City Open Dump	Fowler				
Page Chamber of Commerce as member	Fowler			3rd Thursday/month @7:00 am	Dwayne Cassidy 928-645-2741
Uranium Tailings Victims Committee	Fowler			As needed	

A - 2/5/2013 Roundtable

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Strategic Budget Process Criteria, Strategic Priority Area Descriptions & Strategies

Organization-wide Criteria

Criteria	Outcomes	ROI	Consequences	Impact/Scope
Points to Consider	Achieves a measureable outcome	Measurable investment of prevention and response	What are the impacts of eliminating the service or program?	Program or service addresses a prioritized community need
	Service is not provided by others	Most cost effective way to deliver a service	What is the level of liability?	Program or service is offered countywide
	Can we educate and provide policy instead of provide a direct service?	Cost/benefit	What are the systemic impacts and unintended consequences?	% of population served
	Addresses a future need or moves the region towards self sufficiency	Helps the County avoid costs in other areas		Match the program and service to the need in the community
	Outcome is in alignment with what we are trying to achieve	Addresses multiple outcomes, most leverage		Addresses the needs of the most vulnerable
		Is the county positioned to provide the program/service with our locations and staffing?		
		The program leverages other resources & partners		

Strategic Priority Area Descriptions & Strategies

Community Vitality: Coconino County supports citizens in taking responsibility for themselves, their families, their neighbors and their communities. Government and citizens collaborate to care for the most vulnerable populations and to nurture the healthy development of youth and families. All citizens live in communities where they are valued, connected to others, and their diversity and uniqueness is respected.

- Create & maintain “resources for programs that provide a safety net for vulnerable populations.

Increase efficiencies and reduce redundancies by pooling resources through internal and external partnerships to improve service delivery

- **Create and facilitate opportunities for citizens to become empowered and engaged in order to strengthen communities.**
- **Support programs, services, activities and events that enrich, enhance, and celebrate diversity and quality of life for all citizens.**
- **Create the service delivery infrastructure and technology to connect employees and citizens to resources provided by the County.**

Cultural & Natural Resources: Coconino County provides visionary leadership celebrating, enhancing and sustaining cultural and natural resources. Coconino County is committed to active stewardship, preservation and conservation practices that seek to ensure Coconino County's cultural heritage and natural assets now and for future generations.

- **Does the program support initiatives, practices and positions that promote clean air, clean water and the stewardship of County resources, healthy landscapes and wildlife habitat within the County?**
- **Does the program consider diverse needs and foster collaborative partnerships to address, develop and promote cultural and/or natural resource objectives?**
- **Does the program support initiatives that celebrate, protect and engage the public in the County's regional cultural and natural heritage?**

1) **Economic Vitality & Development:** Coconino County facilitates and will assist in the creation of support systems, tools, resources and policies to help achieve the County Economic Vitality vision. Define and continually assess the County Economic Vitality and Development vision to create a dynamic response toward the achievement of the County vision.

- Board and staff define the current desired county economic vitality and development vision.
- Does the venture fit the distinctive elements of the community or region?
- Does the venture align with the local established plans such as Small Area plans, Comprehensive Land use or Transportation Plans?
- Is there a changing condition that can be capitalized upon to take advantage of an opportunity, or avoid a negative economic impact, and requires focus and resources?
- Does the venture support or undermine elements of the County EVD Vision?
- **Business Development & Retention**
 - Does the program help business fit the regional economy and be sustainable? (environmentally, economically)
 - Who else is providing the same or similar service?
 - Is there an opportunity for partnership and collaboration?
 - Does the program foster entrepreneurialism?
 - Is the program helping to make County policies more flexible or provide incentives to business to locate or remain in Coconino County?

HANDOUT # 10

- How does the program contribute to rural economic development?
- **Workforce Training**
 - Provides support for training and workforce skill development
 - Is it youth oriented?
 - Does it involve partners with not for profits and others?
 - Does it provide training in a green economy?
 - Does it improve financial and business literacy?
- **Education**
 - Does the program improve financial literacy?
 - Does the program educate the workforce to meet regional workforce needs?
 - Does the program educate business owners on government policies, procedures (fed, state and county)?

Organizational & Fiscal Health: Coconino County implements sound financial and organizational management to achieve responsible governance, thus anticipating and meeting the dynamic and evolving needs of residents. Citizens experience operational accountability, transparency, seamless accessibility to services and excellent customer service by dedicated employees.

- **As employees are our number one asset, continue a commitment to their success by allocating funds and resources toward continued education, professional development, career progression and competitive compensation.**
- **Develop an organizational culture where every employee understands how they each contribute positively through alignment with the County's mission, vision, values and strategic priorities.**
- **Encourage transparency and clarity at all levels and between all levels of the organization.**
- **Align and implement planning efforts to balance revenues and expenditures, create and maintain mission crucial infrastructure and processes; and develop accountability around the county's programs and service evaluation process and strategic priority area outcomes.**
- **Recruit, train and retain a qualified and diverse workforce.**
- **Continue to position Coconino County as a leader and role model for responsible and effective government.**
- **Engage citizens and community and governmental partners in planning, identifying priorities, addressing challenges and expanding the understanding of the value of county services.**
- **Maintain our long-term conservative budget strategy while identifying appropriate revenue sources to maintain or increase critical services.**
- **Encourage departmental efficiencies.**
- **Ensure and enhance the statutory foundation of county governance to protect and maintain a fair and equitable community structure.**

HANDOUT # 10

Public Health: Individuals in Coconino County enjoy an optimal quality of life in clean, healthy communities. Prevention, education and health care are accessible for all, contributing to long, healthy lives. Everyone works together to prevent or respond to diseases, accidents and public health emergencies.

- Be a resource for access to injury services in the community in all areas of the County.
- Use County Trends data to understand needs not currently being met or voiced.
- Prioritize primary prevention strategies that prevent disease or conditions that contribute to disease from occurring.
- Focus on homeless, mental health, detoxification centers that have the most leverage of current resources.
- Seek to be consistent with the Logical Decisions process to review of health conditions, program standards and administrative standards to determine priorities.

Public Safety: In partnership with the community, Coconino County proactively and responsively manages situations that threaten safety and welfare. Public Safety improves quality of life for people in the community through preparedness, education, prevention and corrective actions to ensure justice, provide avenues for reform and to create a community where people feel safe at home, work or play.

Criminal Justice

- Prioritize programs based on long-term cost reduction strategies such as prevention, rehabilitations and education.
- Prioritize programs that are most effectively addressed by public safety entities.
- Prioritize programs based on achieving public safety outcomes such as reduced recidivism, reduced crime and increased emergency response.
- Prioritize programs that reinvest/re-direct resources to create capacity to address system demands.
- Prioritize programs that utilize collaboration efforts to identify common goals and improve system efficiencies and public safety outcomes such as CJCC and FMPO.
- Prioritize programs that invest in professional development and recruitments and training to increase competency with evidence based practices.

Safe & Well Planned Communities

HANDOUT # 10

- Ensure strong emergency preparedness plans are in place to protect Coconino County citizens and communities. (formerly in the Community Vitality Strategies)
- Coordinated activities among all development services and public safety divisions.
- Ensure all aspects of public health, safety and welfare are considered with public and private development.
- Be prepared to meet needs resulting from emergency situations putting communities at risk (preparedness).

B. Dr. Bornstein, president of
Coconino Community College
BOS presentation.

C. Board of Supervisors Job
Duties & Ethics. **County
Attorney**



Meeting Date: February 5, 2013

DATE: January 14, 2013

TO: Honorable Chair and Members of the Board

FROM: Andrew Bertelsen, Assistant County Manager, Public Works Director

SUBJECT: Schultz Emergency Watershed Protection Construction Contract and Agreement Approval Processes and Timelines

RECOMMENDATION:

Presentation to, and discussion with the Flood Control District Board of Directors to include information concerning the process for developing all contracts and agreements necessary to authorize construction of watershed restoration and flood mitigation projects in the Schultz Flood area under the Natural Resources Conservation Service's Emergency Watershed Protection Program; as well as the process and timelines associated with obtaining required approvals from the Board of Directors and all other required agencies. Flood Control District

BACKGROUND:

The Natural Resources Conservation Service (NRCS) has awarded the Coconino County Flood Control District an \$11,859,669 project to accomplish watershed restoration and flood mitigation capital projects in the Schultz Flood area.

This funding made available through the NRCS's Emergency Watershed Protection Program (EWP) includes federal funding for construction in the amount of \$7,750,660 and federal funding for technical assistance (project design) in the amount of \$1,525,456. In addition, the project requires \$2,583,553 in matching funds from the Coconino County Flood Control District for construction.

Since award was made and accepted by the Board of Directors, staff has been working with consulting engineers and agency partners on the design of capital projects in multiple flood corridors throughout the Schultz Flood area. The first two of these projects are expected to be ready for construction during spring, 2013 and the goal is to have both completed by June 30, 2013, prior to the onset of the 2013 monsoon and flash flood season.

However, prior to initiating construction, multiple contracts and agreements need to be finalized by staff and approved by the Board of Directors and other agency partners including the NRCS and the US Forest Service.

This Worksession is intended to inform the Board of Directors about these contracts and agreements, the complexity of the process overall, and the approval timelines associated with achieving the goal of completing construction on these two projects prior to the onset of the 2013 monsoon and flash flood season.

Staff currently anticipates presenting the first of these approvals for Board consideration in mid-March, 2013. Therefore it is critical to familiarize the Board with the process beforehand and allow adequate time to answer questions and make any necessary adjustments.

ALTERNATIVES:

The following alternatives are available to the Flood Control District Board of Directors:

1. Participate in the discussion outlined above
2. Cancel or reschedule the presentation

FISCAL IMPACT:

None

REVIEWED BY ELECTRONIC ROUTING

ATTACHMENTS:

To be provided at the Work Session Meeting

Brandis/Thames Corridor Work Plan

January 28, 2013

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2) Surveying	2
3) Engineering	2
A) On-Forest Engineering	2
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A) On-Forest Construction	7
B) Forest to 89 Construction	7
7) COMPLETED ITEMS	8 - 11

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Task	Responsible Organization(s)	Task Manager(s)	Estimated Completion Date	Status
1) TA Funding				
TA 8	County	D. Woodman	2/5/2013	
2) Surveying				
Provide survey results to County	Plateau	Plateau Eng.		Draft copy has been received. Plateau is continuing to collect data.
3) Engineering				
3A) On-Forest Engineering				
Post Measure Analysis 75%	J.E.Fuller/County	Jon Fuller/M. Kearly	1/28/2013	
Review by David Rosgen at 75%	NCD/Rosgen	D. Woodman/L. Andreani/S.Yard	1/28/2013	Have already provided Dave with 75% plans
County, NRCS &USFS Review of 75% Plans	County/USFS/NRCS	M. Kearly/V. Jones/M. Bathen	1/28/2013	Waiting on USFS
90% Plan & Cost Submittal	NCD	S. Yard	2/4/13	
County, NRCS, &USFS Review of 90% Plans	County/USFS/NRCS	M. Kearly/V. Jones/M. Bathen	2/6/2013	
Complete Final Construction Plans	NCD	S. Yard	2/11/2013	
Post Measure Analysis 100%	J.E.Fuller/County	Jon Fuller/M. Kearly	2/18/2013	Provide Jon with 100% plans the week of 2/11/13
Secure Final Pricing from Centennial	Centennial/NCD	NCD/M. Kearly	2/11/2013	
Timber Cruise (Accounting for Timber)	USFS/County	Mike Elson/C. Tressler	1/30/2013	

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Task	Responsible Organization(s)	Task Manager(s)	Estimated Completion Date	Status
3B) Forest to 89 Engineering				
ADOT				
90% Submission Including SWPPP and Traffic Control Plan	Centennial/Plateau	Larry/A. Miele	1/16/2013	Complete-
Issue Certificate of Insurance	County	M. Kearly	1/21/2013	Complete-
FLO-2D Results to Syed	County	M. Kearly	1/30/2013	
Drainage Statement to Syed	County	M. Kearly	1/30/2013	
Comment Resolution Meeting	County/Plateau/ADOT	M. Kearly/A. Miele	Week of 2/4/13	CRITICAL PATH ITEM - Need to schedule meeting
ADOT Final Approval	County/ADOT	M. Kearly	2/13/2013	CRITICAL PATH ITEM
Utilities				
Meeting with APS	County	L. Andreani	Week of 1/21/2013	Need to set up meeting
Meeting with Sudden Link	County	L. Andreani	Week of 1/21/2013	Need to set up meeting
Meeting with Unisource	County	L. Andreani	Week of 1/21/2013	Need to set up meeting
Meeting with Century Link	County	L. Andreani	Week of 1/21/2013	Need to set up meeting
Meeting with DPW	County	L. Andreani	Week of 1/21/2013	Need to set up meeting
ADEQ				
ADEQ Review & Approval	ADEQ	A. Miele/M. Kearly	1/30/2013	Review time uncertain
FUSD				
FUSD - Bus Stop	Plateau	A. Miele		FUSD On-Board
FUSD Review	FUSD	Joe Martin	Week of 1/21/13	Verbal Approval
FUSD/County Review	Plateau/FUSD	A. Miele	1/25/2013	
Septic Conflict - Clayton	Aztec/County	Brit/M Kearly	Meeting 1/24/13	

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Task	Responsible Organization(s)	Task Manager(s)	Estimated Completion Date	Status
90% County/NRCS Review	County/NRCS	M. Kearly/V. Jones	1/25/2013	
FLO-2D 90%	Fuller	Fuller	1/28/2013	
Complete Final Construction Plans	Plateau	A. Miele/M. Kearly	2/11/2013	CRITICAL PATH ITEM
Secure Final Pricing from Centennial	Plateau/County	A. Miele	2/11/2013	CRITICAL PATH ITEM
FLO-2D 100%	Fuller	Fuller/M. Kearly	2/18/2013	
USPS Central Mailbox				
Get 50% + 1 Resident Support	County	M. Della Rocca	2/8/2013	
4) Easements / Access				
Secure Easement Signatures	County	S. Salazar		In Process
— Becker	County	S. Salazar	12/10/2012	Complete-
Tourse				
— • Drainage Easement	County	S. Salazar	1/22/2013	Complete-
— • Mortgage Release	County	S. Salazar	2/3/2013	Need to Submit by 1/22
— • Administrative Adjustment	County	S. Salazar		
— • Get Right of Way Documentation for 30'	County	K. Mitchell/J. Carpenter	12/12/2012	Complete-
— • Review by County Attorney	County	L. Andreani/B. Ring	Week of 2/3/13	
— • Set meeting for week of 12/17	County	Steve	12/18/2012	
— • Record Easements	County	K. Mitchell		Waiting on mortgage release
— Hemplemans	County	S. Salazar	12/10/2012	Complete-
— • Record Easements				Waiting on mortgage release
— Wiedmann	County	S. Salazar	12/11/2012	Complete-
— Mizer	County	S. Salazar	12/18/2012	
Record Easements-	County-	K. Mitchell-	12/31/2012	-
— Leazier	County	K. Mitchell		Waiting on mortgage release

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Task	Responsible Organization(s)	Task Manager(s)	Estimated Completion Date	Status
McAllister	County	L. Andreani/S. Salazar		Not Interested in Signing
Brandis Lenders	County	S. Salazar		Need Exhibits from Plateau
Unisource PUE	County	S. Salazar		Complete
Record Easements	County	S. Salazar/K. Mitchell		Contingent on receipt of mortgage releases
Administrative Adjustments	County	S. Salazar/K. Mitchell		Working with Sue Pratt
Secure TCEs				
White			1/28/2013	Need to Follow-Up with Realtor
Fatland			1/28/2013	Complete
Snyder				
Ostrich Lenders				
Titus				
Brandis Lenders			2/1/2013	Waiting for signature
Settlement Agreement	County	S. Salazar	2/1/2013	Waiting for signature
Order Final Title Reports with Insurance	County	S. Salazar	12/11/2012	Complete
ALL DOCUMENTS SIGNED	County	S. Salazar/L. Andreani	1/16/2013	CRITICAL PATH ITEM
SUBMIT ALL MORTGAGE RELEASES	County	S. Salazar/L. Andreani	1/16/2013	CRITICAL PATH ITEM
DOCUMENTS TO BILL RING	County	S. Salazar/L. Andreani	2/13/2013	CRITICAL PATH ITEM
EXHIBIT D TO DUSTIN	County	S. Salazar/L. Andreani	2/20/2013	CRITICAL PATH ITEM
EXHIBIT D TO NRCS	County	D. Woodman	2/20/2013	CRITICAL PATH ITEM

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Task	Responsible Organization(s)	Task Manager(s)	Estimated Completion Date	Status
5) FA Funding Agreements/Approvals				
Secure SUP for East Brandis from USFS for Road and Roadside Ditch	USFS/County	J. Carpenter/J.Adams	Late January 2013	Contingent on Appeal Period. Plans Already Submitted to USFS
USFS Rock Piles	County	D. Woodman/L. Andreani	Mid February	Approval Mid-January
OPERATIONS PLAN TO USFS	County	D. Woodman	1/11/2013	Complete
O & M AGREEMENT WITH NRCS	NCD/county	S. Yard/D. Woodman	1/18/2013	Complete
FINAL PLANS AND PRICING FROM ENGINEERS AND CENTENNIAL	County	D. Woodman	2/11/2013	CRITICAL PATH ITEM
BOARD OF DIRECTORS WORK SESSION	County	D. Woodman	2/5/2013	CRITICAL PATH ITEM
DRAFT FA AGREEMENT	County	D. Woodman	2/11/2013	CRITICAL PATH ITEM
DRAFT CONSTRUCTION CONTRACT	County	M. Savoy	2/11/2013	CRITICAL PATH ITEM
FINAL DRAFT OF SUP	County	D. Woodman	2/11/2013	CRITICAL PATH ITEM
FINALIZE FA AGREEMENTS	County	D. Woodman	2/17/2013	CRITICAL PATH ITEM
FINALIZE CONSTRUCTION CONTRACT	County	M. Savoy	2/17/2013	CRITICAL PATH ITEM
FINALIZE SUP DOCUMENTS WITH USFS	County	D. Woodman	2/17/2013	CRITICAL PATH ITEM
FINAL DOCUMENTS TO DUSTIN	County	D. Woodman	2/20/2013	CRITICAL PATH ITEM
ON-BASE ENTRIES	County	D. Woodman	2/22/2013	CRITICAL PATH ITEM
BOARD OF DIRECTORS APPROVAL	County	D. Woodman	3/12/2013	CRITICAL PATH ITEM
NRCS/USFS APPROVALS	County	D. Woodman	3/14/2013	CRITICAL PATH ITEM
NOTICE TO PROCEED	County	D. Woodman	3/15/2013	CRITICAL PATH ITEM

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Task	Responsible Organization(s)	Task Manager(s)	Estimated Completion Date	Status
6) Construction				
Admin meeting for archeological monitoring training	NRCS/County	D. Beyman/D. Woodman	Mid February	Include Natural Channel Design, Plateau, Centennial, Tiffany, NRCS
Operator meeting for archeological monitoring training	NRCS/County	D. Beyman/D. Woodman	Mid March	
6A) On-Forest Construction				
Set up Construction Monitoring with NCD	County/NCD	D. Woodman/S.Yard	2/8/2013	Need scope from NCD
Pre-Order Materials, If Necessary	County/NCD	Larry		Will know quantities at 60% design
Initiate Construction (NTP)	Centennial	Larry	3/15/2013	
Complete Construction	Centennial	Larry	6/30/2015	
6B) Forest to 89 Construction				
Set up Construction Monitoring with Plateau	County/Plateau	M. Kearly/A. Miele	2/8/2013	
Communicate construction start date	County	M. Della Rocca	3/15/2013	
Articulated Block	Centennial	Larry	1/15/2013	Need to coordinate with Block-Lite
Leazier's Plants	County/Centennial	Larry		
Pre-Order Materials, If Necessary	Plateau/County	A. Miele/M. Savoy		
Initiate Construction (NTP)	Centennial	Larry	3/15/2013	
Complete Construction	Centennial	Larry	6/30/2015	
Conduct field inspection with property owners and NRCS	County/ NRCS/Plateau	D.Woodman/D.Beyman	Late June, 2013	

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Task	Responsible Organization(s)	Task Manager(s)	Estimated Completion Date	Status
7) COMPLETED ITEMS				
1) TA Funding				
TA #7 for additional work	County	D. Woodman	10/16/2012	Complete
2) Surveying				
Obtain Survey for Areas in Forest	NCD/County	J. Carpenter/S. Yard	Ongoing	Complete
3) Engineering				
3A) On-Forest Engineering				
Complete Geomorphic Analysis & Review	NCD/Rosgen	S. Yard	Completed	Revisions submitted to Rosgen 10/2/12
30% Plan & Cost Submittal	NCD	S. Yard	10/15/2012	Complete
75% Plan & Cost Submittal to Centennial	NCD	S. Yard	1/10/2013	Complete
County, NRCS, & USFS Review of 30% Plans	County/USFS/NRCS	M. Kearly	10/22/2012	Complete
Meeting with AT&T	County/USFS/AT&T NCD/AzTech	L. Andreani/Elaine	11/6/2012	Complete
60% Construction Cost Estimates	Centennial	Larry	12/3/2012	Complete
DTM to Fuller	NCD	S. Yard	1/14/2013	Complete
3B) Forest to 89 Engineering				
Engineering ADOT Interface Cost Estimate	Centennial	Larry	December	Complete
Submit Initial ADOT Application	County/Plateau	M. Kearly/A. Miele	11/30/2012	Complete

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Task	Responsible Organization(s)	Task Manager(s)	Estimated Completion Date	Status
DPW Review	DPW	Fritz	11/30/2012	Complete
Finalize Plan	DPW/County	Fritz/M. Kearly	12/5/2012	Complete
60% Cost Submittal	Centennial	Larry	12/14/2012	Complete
Conduct Hydraulic Analysis—30% Post-Measures	J.E. Fuller	Jon Fuller/M. Kearly	11/21/2012	Complete
30% Plan & Cost Submittal	Plateau	A. Miele	10/12/2012	Complete
30% Contractor Cost Submittal	Centennial	Larry	10/19/2012	Complete
100% Submission	County/Plateau	M. Kearly/A. Miele	1/18/2013	Complete
100% County Review	County	M. Kearly	February	Complete
Secure input from ADOT & Modify Plans as-needed	County/Plateau	M. Kearly/A. Miele	11/14/2012	Complete
County & Centennial Reviews 30%-Comments	County/Centennial	M. Kearly/Larry		Complete
County & NRCS Review of 30% Plans	County/NRCS	M. Kearly/V. Jones	10/19/2012	Complete
30% Cost Estimate—Highway 89 Interface	Centennial	Larry	11/9/2012	Complete
DPW Submittal to ADEQ	DPW	Fritz/M. Kearly	1/11/2013	Complete
Submit Plan to DPW	County	Lucinda/M. Kearly	11/20/2012	
DP Water Plan design	Plateau	A. Miele	11/20/2012	Complete
Meeting with Century Link	County	L. Andreani/Elaine	11/14/2012	Complete
Meeting with DPW	County	L. Andreani/Elaine	11/14/2012	Complete
Utility Coordination	Plateau	A. Miele		Complete
Communicate to Corridor Final Plan at 30%-Engineering Stage	County	County & Eng Firms	10/25/2012	Complete
60% Plan & Cost Submittal	Plateau	A. Miele	11/9/2012	Complete
Water Submittal for DPW Review	Plateau	A. Miele	11/9/2012	Complete
60% Submission	Plateau	A. Miele	12/10/2012	Complete
Meeting with ADOT	County/ADOT	M. Kearly	12/17/2012	Complete
County Review of 60% Plans	County	M. Kearly	12/14/2012	NRCS Review Complete
90% Plan Submittal	Plateau	A. Miele/M. Kearly	1/25/2013	Complete

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Task	Responsible Organization(s)	Task Manager(s)	Estimated Completion Date	Status
USPS/County Letter	County	M. Della Rocca	1/18/2013	Complete
Get Specs to Plateau	County	S. Salazar	1/14/2013	Complete
4) Easements / Access				
Obtain Preliminary Title Reports	County	S. Salazar	Complete	STATUS OF NEW REQUESTS?
Secure Property Market Evaluations	County	S. Salazar/D. Lopez	Week of 10/15/12	Complete
Set property value & meet with Assessor	County	L. Andreani/S. Salazar	11/17/2012	Completed
Meet with Bill Ring about Easements	County	Steve/L. Andreani	Week of 10/15/12	Complete
PUE Exhibits from Plateau	Plateau	A. Miele	10/17/2012	Complete
PUE Review by Bill	County	L. Andreani	10/22/2012	Complete
Final PUE review with attachments	County	S. Salazar/L. Andreani	10/22/2012	Complete
Prep Drainage Easement docs for Clayton	County	S. Salazar	Complete	Complete
Prep Drainage Easement docs for Lezier	County	S. Salazar	Complete	Complete
Prep Drainage Easement docs for Piestewa	County	S. Salazar	11/9/2012	Complete
Sign Documents with Lezier	County/NCD	D. Woodman	11/15/2012	Complete
USFS Access	County/USFS	L. Andreani	Week of 12/7/12	Complete
5) FA Funding Agreements/Approvals				
Conduct NEPA	USFS/County	J. Adams/D. Woodman	January 2013	Complete
Page 12 of 215 Environmental Review - USFS	USFS/County	J. Adams/D. Woodman	Early December	Complete
6) Construction				

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Task	Responsible Organization(s)	Task Manager(s)	Estimated Completion Date	Status
6A) On-Forest Construction				
Secure Staging Area(s) on Forest	County/USFS/NCD	Larry/Allen		Complete
6B) Forest to 89 Construction				
Secure Staging Area(s)	County	S.Salazar	Complete	Brandis and Campbell staging areas secured

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Wupatki Corridor Work Plan

January 30, 2013

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A) On-Forest Construction	8
B) Forest to Lenox Construction	9
7) COMPLETED ITEMS	9 - 12

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Task	Responsible Organization(s)	Task Manager(s)	Estimated Completion Date	Status
1) TA Funding				
2) Surveying				
3) Engineering				
Select JOC Contractor & Set Up	County	L. Andreani/D. Woodman/M. Kearly		Tiffany has been notified that they are the contractor. PO and NTP still pending.
3A) On-Forest Engineering				
FLO-2D Post Measure Analysis 30%	J.E. Fuller	J. Fuller/M.Kearly	1/29/2013	Meeting on 1/29
Review by David Rosgen at 75%	Rosgen	Rosgen/S. Yard	2/15/13	
420 Road Low Water Crossing Plans to USFS	NCD	A. Haden	2/6/2013	
USFS Review	USFS	M. Bathen	2/15/2013	
90% Plan & Cost Submittal	USFS/County/NCD	S.Yard	2/22/13	Contingent on FLO-2D Results
County, NRCS, & USFS Review of 90% Plans	County/NRCS/USFS	M. Kearly/V. Jones/M. Bathen	2/27/13	Contingent on FLO-2D Results
Complete Final Construction Plans	NCD	S. Yard	3/4/13	Contingent on FLO-2D Results
FLO-2D Post Measure Analysis 100%	J.E. Fuller	J. Fuller/M.Kearly	3/11/13	
Secure Final Pricing from Tiffany	Tiffany	Tiffany	3/11/13	
Timber Cruise (Accounting for Timber)	USFS/County	Mike Elson/Dustin Woodman	1/30/2013	

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Task	Responsible Organization(s)	Task Manager(s)	Estimated Completion Date	Status
3B) Forest to Lenox Engineering				
FLO-2D Post Measure Analysis 30%/60%	J.E. Fuller	J. Fuller/M.Kearly	1/29/13	
90% Plan & Cost Submittal	CivilTec	C. Dusza	1/25/13	
County, NRCS, & USFS Review of 90% Plans	County/NRCS/USFS	M. Kearly/V. Jones/M. Bathen	2/7/13	
COMPLETE FINAL CONSTRUCTION PLANS	CivilTec	C. Dusza	2/15/13	CRITICAL PATH ITEM
SECURE FINAL PRICING FROM TIFFANY	Tiffany/CivilTec	C. Dusza/ M. Kearly	2/22/13	CRITICAL PATH ITEM
FLO-2D 100% Post Measure Analysis	J.E. Fuller	J. Fuller/M.Kearly	3/11/13	
ADOT				
100% SUBMISSION INCLUDING: APPLICATION, SWPPP, PLANS, AND INSURANCE INFO	CivilTec/County	L. Dusza/M. Kearly	1/25/2013	CRITICAL PATH ITEM
MEETING WITH ADOT FOR COMMENT RESOLUTION	CivilTec/County	C. Dusza/M. Kearly	2/1/2013	CRITICAL PATH ITEM
SUBMIT FINAL ADOT PLANS TO ADOT	CivilTec/County/Tiffany	C. Dusza/M. Kearly/M. Garrison	2/15/2013	CRITICAL PATH ITEM
Westside Headcut Project				
Headcut Repair - Dalton	NCD/CivilTec	C. Dusza/A. Haden	1/25/2013	To Be Included in 90% Submission
Finalize plans at 90% design	CivilTec/NCD	C. Dusza	1/25/2013	Contingent on USFS & ADOT comments and FLO-2D Modeling

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Task	Responsible Organization(s)	Task Manager(s)	Estimated Completion Date	Status
Secure Cooperator Agreement - Dalton	County	L. Andreani		To Be Completed After 90% Plans Finalized

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Task	Responsible Organization(s)	Task Manager(s)	Estimated Completion Date	Status
4) Easements / Access				
Provide Easement Documents to Property Owners	Tierra	N. Walder/C. Long	12/14/2012	
<i>Secure Easement Signatures</i>	Tierra	Tierra/Nikki		
Reid	Tierra	Tierra/Nikki	1/25/2013	
Blackburn	Tierra	Tierra/Nikki	1/30/2013	Signed
Grissom	Tierra	Tierra/Nikki	1/25/2013	
Velazquez	Tierra	Tierra/Nikki	1/26/2013	
Awbrey	Tierra	Tierra/Nikki	2/1/2013	
Excel Realty/Johnson	Tierra	Tierra/Nikki	1/30/2013	
DeLorenzi	Tierra	Tierra/Nikki	1/28/2013	
Florian	Tierra	Tierra/Nikki	1/30/2013	Signed
Adson	Tierra	Tierra/Nikki	1/30/2013	Lucinda will contact Attorney
<i>Submit Mortgage Releases</i>	County/Tierra	K. Mitchell/Nikki	2/8/2013	
Awbrey	County/Tierra	K. Mitchell/Nikki	2/8/2013	In process
Blackburn	County/Tierra	K. Mitchell/Nikki	2/6/2013	Need the Mortgage Release
Florian	County/Tierra	K. Mitchell/Nikki	1/30/2013	In process. Kitty is working on.
Grissom	County/Tierra	K. Mitchell/Nikki	2/8/2013	In process
Reid	County/Tierra	K. Mitchell/Nikki	2/8/2013	In process
Velazquez	County/Tierra	K. Mitchell/Nikki	2/8/2013	In process
Record Easements	County	K. Mitchell	Late February	
Secure TCEs				
Dalton - Lot 18	County	Tierra/L. Andreani		TCE Needed
Easement Approval – County Attorney	County Attorney	B. Ring/L. Andreani	2/27/13	

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Task	Responsible Organization(s)	Task Manager(s)	Estimated Completion Date	Status
Easement Approval – NRCS	NRCS	D. Beyman/D. Woodman	3/6/13	Need Right-Of-Way Clearance Letter
Order Final Title Reports with Insurance	County	K. Mitchell	January	
ALL DOCUMENTS SIGNED	COUNTY	S. SALAZAR/L.ANDREANI	2/8/2013	CRITICAL PATH ITEM
SUBMIT ALL MORTGAGE RELEASES	COUNTY	S. SALAZAR/L.ANDREANI	2/8/2013	CRITICAL PATH ITEM
DOCUMENTS TO BILL RING	COUNTY	S. SALAZAR/L.ANDREANI	2/27/2013	CRITICAL PATH ITEM
EXHIBIT D TO DUSTIN	COUNTY	B. RING/L.ANDREANI	3/6/2013	CRITICAL PATH ITEM

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Task	Responsible Organization(s)	Task Manager(s)	Estimated Completion Date	Status
5) FA Funding Agreements/Approvals				
Environmental Review - USFS	USFS/County	J. Adams/D. Woodman		
Conduct NEPA	USFS/County	J. Adams/D. Woodman	1/28/13	In Process
OPERATIONS PLAN TO USFS	County	D. Woodman	1/11/2013	COMPLETE
O & M AGREEMENT WITH NRCS	NCD/county	S. Yard/D. Woodman	1/18/2013	COMPLETE
BOARD OF DIRECTORS WORK SESSION	County	D. Woodman	2/5/2013	CRITICAL PATH ITEM
FINAL PLANS AND PRICING FROM ENGINEERS AND TIFFANY	County	D. Woodman	3/11/2013	CRITICAL PATH ITEM
DRAFT FA AGREEMENT	County	D. Woodman	3/11/2013	CRITICAL PATH ITEM
DRAFT CONSTRUCTION CONTRACT	County	M. Savoy	2/22/2013	CRITICAL PATH ITEM
FINAL DRAFT OF SUP	County	D. Woodman	3/11/2013	CRITICAL PATH ITEM
FINALIZE FA AGREEMENTS	County	D. Woodman	3/11/2013	CRITICAL PATH ITEM
FINALIZE CONSTRUCTION CONTRACT	County	M. Savoy	3/11/2013	CRITICAL PATH ITEM
FINALIZE SUP DOCUMENTS WITH USFS	County	D. Woodman	3/11/2013	CRITICAL PATH ITEM
FINAL DOCUMENTS TO DUSTIN	County	D. Woodman	3/11/2013	CRITICAL PATH ITEM
ON-BASE ENTRIES	County	D. Woodman	3/11/2013	CRITICAL PATH ITEM
BOARD OF DIRECTORS APPROVAL	County	D. Woodman	3/26/2013	CRITICAL PATH ITEM
NRCS/USFS APPROVALS	County	D. Woodman	3/28/2013	CRITICAL PATH ITEM
NOTICE TO PROCEED	County	D. Woodman	3/29/2013	CRITICAL PATH ITEM
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Task	Responsible Organization(s)	Task Manager(s)	Estimated Completion Date	Status
6) Construction				
Obtain Final Costing from Tiffany	County/JOC	M. Kearly	3/11/13	Contingent on Final Plans
6A) On-Forest Construction				
Purchase Order with Tiffany	County	M. Kearly	3/29/13	
Set up Construction Oversight with NCD	County/NCD	D. Woodman/ A. Haden	2/11/13	NCD to provide proposal
Pre-Order Materials, If Necessary	Tiffany			As Needed. Assess at 90% Design
Secure Staging Area(s)	County	S. Salazar		As Needed. Assess at 90% Design
Disposal of Excess Material	Tiffany/County	M. Kearly	1/25/13	Mike has sent an e-mail to formalize the agreement with the landfill. In process.
Additional Survey Control	NCD/County	S. Yard/J. Carpenter		
Initiate Construction	Tiffany		3/29/13	
Complete Construction	Tiffany		6/30/13	

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Task	Responsible Organization(s)	Task Manager(s)	Estimated Completion Date	Status
6B) Forest to Lenox Construction				
Purchase Order with Tiffany	County	M. Kearly	03/29/13	
Set up Construction Oversight with CivilTec	County/CivilTec	D. Woodman/S. Dusza	02/11/13	CivilTec to provide proposal
Pre-Order Materials, If Necessary	Tiffany			As Needed. Assess at 90% Design
Secure Staging Area(s)	County	S. Salazar		As Needed. Assess at 90% Design
Initiate Construction	Tiffany		3/29/13	
Complete Construction	Tiffany		6/30/13	
Conduct field inspection with property owners, and NRCS	County/NRCS	D. Beyman, M. Kearly	July 2013	
COMPLETED ITEMS				
1) TA Funding				
Secure approval for TA #5 Funding for final engineering - BOS/NRCS	NRCS/County-	D.Woodman	August 7, 2012	Complete
Secure approval for TA #6 Funding for final engineering - BOS/NRCS	NRCS/County-	D.Woodman	August 7, 2012	Complete
Secure approval for TA #7 Funding for additional work	NRCS/County-	D.Woodman/V. Jones	October 16, 2012	Complete
2) Surveying				
Survey Private Property	?	J. Carpenter	May 20, 2012	Complete
Provide survey results to County-	?	-	-	Complete
Survey Forest Area	County/NCD	J.Carpenter/S.Yard	May	Complete

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Task	Responsible Organization(s)	Task Manager(s)	Estimated Completion Date	Status
Provide survey results to County-	County-	-	June-	Complete
Obtain LIDAR Data for Forest Area	County-	D. Woodman	June 30, 2012	Complete
Pothole for Utilities	County	M. Kearly	Week of 10/29	Complete
Pothole for AT&T	County	M. Kearly	11/21/2012	Complete
Survey Lot 31—Velazquez	County	J. Carpenter	11/16/2012	
Stake channel centerline for Reid property	County	J. Carpenter	Week of 11/5/12	Complete
Survey ADOT Right of Way	County	J. Carpenter/M. Kearly	Complete	Complete
Supplemental Survey Following Resident Conversations and Alignment Finalization	County	J. Carpenter		In process – Beckum & Dunham Property
3) Engineering				
Process for Securing Cost Estimates-	County	L. Andreani	May/June	Tiffany Providing Costs – Complete
3A) On-Forest Engineering				
Set up P.O. with NCD	County/NCD	M.Savoy/S. Yard	June 15, 2012	Complete
30% Plan & Cost Submittal	NCD	S.Yard	Complete	Complete
30% Cost Submittal from Tiffany	Tiffany	Tiffany	11/15/2012	Complete
County, NRCS, & USFS Review of 30% Plans	County/NRCS/USFS	M. Kearly/V. Jones/M. Bathen	11/15/2012	Complete
Pothole Utilities	County	M. Kearly	Week of 10/29	Complete
County, NRCS, & USFS Review of 75% Plans	County/NRCS/USFS	M. Kearly/V. Jones/M. Bathen	1/30/13	Complete
3B) Forest to Lenox Engineering				
Century Link – Send out 60% plans for review	County / CivilTec	C. Dusza/ M. Kearly		Complete

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Task	Responsible Organization(s)	Task Manager(s)	Estimated Completion Date	Status
Utility Conflicts: Identify & Determine Options for mitigating – Element of Engineering (Camino De Los Vientos)	County / CivilTec	C. Dusza/ M. Kearly	Potholing week of 10/29/12	Complete
AT&T – Utility Conflicts: Identify & Determine Options for mitigating – Element of Engineering (AT&T)	County / CivilTec	C. Dusza/ M. Kearly	11/30/12	Complete
APS – Send out 60% plans for review	County / CivilTec	C. Dusza/ M. Kearly	11/30/12	Complete
Unisource – Send out 60% plans for review	County / CivilTec	C. Dusza/ M. Kearly	11/30/12	Complete
DPW – Send out 60% plans for review	County / CivilTec	C. Dusza/ M. Kearly	11/30/12	Complete
60% Plan & Cost Submittal	CivilTec	C. Dusza	11/28/12	Complete
Sudden Link – Send out 60% plans for review	County / CivilTec	C. Dusza/ M. Kearly	11/30/12	Complete
Set up PO with Civility	County/(No Suggestions)	M.Savoy/J. Wesnitzer	October 1, 2012	Complete
Submit Initial ADOT application with 60% plans	CivilTec/County	L. Dusza/M. Kearly	11/30/2012	Complete
Resident meetings to finalize alignment	County	L. Andreani/D. Woodman	11/14/2012	Complete
30% Plan & Cost Submittal	CivilTec	C. Dusza	Complete	Complete
30% Cost Estimate from Tiffany	Tiffany	Larry	11/9/2012	Complete
Septic Conflicts: Identify & Determine Options for mitigating – Work with PHSD	County / CivilTec	C. Dusza/J. Wirth	No Conflicts	Complete
Set up Corridor Meeting	County	L. Andreani/E. Beyal/D. Woodman	11/7/12	Complete
County, NRCS, & USFS Review of 30% Plans	County/NRCS/USFS	M. Kearly/V. Jones/M. Bathen	Expected the week of 12/3/12	Complete
County, NRCS, & USFS Review of 60% Plans	County/NRCS/USFS	M. Kearly/V. Jones/M. Bathen	12/14/12	Complete
AT&T Approval of Plans	AT&T/CivilTec	C. Dusza	12/21/2012	Complete

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Task	Responsible Organization(s)	Task Manager(s)	Estimated Completion Date	Status
4) Easements / Access				
Draft Easement Documents-	Tierra/County	L. Andreani/Nikki	Early/Mid December	Complete
Complete Easement Documents-	Tierra	N. Walder/C. Long	12/14/12	Complete
Obtain Preliminary Title Reports-	County-	K. Mitchell	Complete	Complete
Initial Meeting Individually with Property Owners-	Tierra	L. Andreani/C. Dusza/L. Archuleta	December	Complete
Secure Property Appraisals-	Tierra/Lopez	D. Lopez	11/28/12	Complete
Complete Easement Drawings & Legal Descriptions	County-	J. Carpenter	12/7/12	Complete
5) FA Funding Agreements/Approvals				
6) Construction				
6A) On-Forest Construction				
6B) Forest to Lenox Construction				

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Authorization ID: PEA0812
Contact ID: COCONINO,COUNTY FCD
Expiration Date: 10/31/2016
Use Code: 921

FS-2700-4 (10/09)
OMB No. 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

SPECIAL USE PERMIT

Authority: FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976

COCONINO COUNTY FLOOD CONTROL DISTRICT of 5600 E COMMERCE AVENUE FLAGSTAFF AZ 86004 (hereinafter "the holder") is authorized to use or occupy National Forest System lands in the Coconino National Forest or -- unit of the National Forest System, subject to the terms and conditions of this special use permit (the permit).

This permit covers 462 acres or .72 miles in the Sec. 32, T. 23 N., R. 8 E., GILA AND SALT RIVER MERIDIAN, Sec. 5, T. 22 N., R. 8 E., GILA AND SALT RIVER MERIDIAN , ("the permit area"), as shown on the map attached as Appendix A. This permit issued for the purpose of:

CONSTRUCTION AND MAINTENANCE OF WATERSHED RESTORATION MEASURES INCLUDING REESTABLISHING ALLUVIAL FANS AND RESTORATION OF ERODED CHANNELS. IMPROVEMENTS INCLUDE BUT NOT LIMITED TO: LOG AND ROCK STRUCTURES, LOG CRIBS, LOG SILLS, ROCK VANES, ROCK CROSS VANES, TOE ROCK, LOW WATER CROSSINGS AND RIP RAP STRUCTURES. THE INITIAL PROJECT IS LOCATED WITHIN THE BRANDIS/THAMES WATERSHED WITH THE POTENTIAL FOR ADDITIONAL IMPROVEMENTS IN OTHER WATERSHEDS WITHIN THE 462 ACRE AREA DESCRIBED IN THE SCHULTZ SEDIMENT REDUCTION PROJECT ENVIRONMENTAL ASSESSMENT(EA) DATED MAY 2012 AND DECISION NOTICE/FONSI DATED JULY 19, 2012. ADDITIONAL PROJECT AREAS WILL REQUIRE AMENDMENTS TO THIS PERMIT AS THEY ARE PLANNED AND MAY INCLUDE EXTENSIONS TO THE TERM OF THIS PERMIT TO MEET THE REQUIREMENTS OF THE NATURAL RESOURCES CONSERVATION SERVICE EMERGENCY WATERSHED PROTECTION GRANT. THE HOLDER WILL WORK COOPERATIVELY WITH THE NATURAL RESOURCES CONSERVATION SERVICE AND THE FOREST SERVICE IN THE DEVELOPMENT OF FINAL PLANS FOR THE THAMES PROJECT AREA AND FUTURE PROJECTS UNDER THE EMERGENCY WATERSHED PROTECTION GRANT. CONSTRUCTION PLANS MUST BE APPROVED (see CLAUSE II.B.) IN WRITING IN ADVANCE BY THE AUTHORIZED OFFICER. NO ACTIONS ON NATIONAL FOREST WILL BE AUTHORIZED WITHOUT PRIOR OR CONCURRENT WORK ON PRIVATE LANDS TO SAFELY CONDUCT FLOWS ALL THE WAY THROUGH RESIDENTIAL AREAS. THE PERMIT IS SUBJECT TO THE MITIGATION AND MONITORING MEASURES FROM THE ENVIRONMENTAL ASSESSMENT.

TERMS AND CONDITIONS

I. GENERAL TERMS

A. AUTHORITY. This permit is issued pursuant to FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976 and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Forest or Grassland Supervisor or a subordinate officer with delegated authority.

C. TERM. This permit shall expire at midnight on 10/31/2022, 10 years from the date of issuance.

D. RENEWAL. This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit that would renew the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 6 months prior to expiration of this permit. Renewal of the use and occupancy authorized by this permit shall be at the sole discretion of the authorized officer. At a minimum, before renewing the use and occupancy authorized by this permit, the authorized officer shall require that (1) the use and occupancy to be authorized by the new permit is consistent with the standards and guidelines in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms and conditions when a new permit is issued.

E. AMENDMENT. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable forest land and resource management plan, or projects and activities implementing a land management plan pursuant to 36 CFR Part 215.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

G. NON-EXCLUSIVE USE. The use or occupancy authorized by this permit is not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

H. ASSIGNABILITY. This permit is not assignable or transferable.

I. TRANSFER OF TITLE TO THE IMPROVEMENTS.

1. Notification of Transfer. The holder shall notify the authorized officer when a transfer of title to all or part of the authorized improvements is contemplated.

2. Transfer of Title. Any transfer of title to the improvements covered by this permit shall result in termination of the permit. The party who acquires title to the improvements must submit an application for a permit. The Forest Service is not obligated to issue a new permit to the party who acquires title to the improvements. The authorized officer shall determine that the applicant meets requirements under applicable federal regulations.

II. IMPROVEMENTS

A. LIMITATIONS ON USE. Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically authorized by this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54. Approval of such a proposal through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

B. PLANS. All plans for development, layout, construction, reconstruction, or alteration of improvements in the permit area, as well as revisions to those plans must be prepared by a professional engineer, architect, landscape architect, or other qualified professional based on federal employment standards acceptable to the authorized officer. These plans and plan revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built plans, maps, or surveys upon completion of the work.

C. CONSTRUCTION. Any construction authorized by this permit shall commence and be completed in accordance with approved operating plan.

III. OPERATIONS.

A. PERIOD OF USE. Use or occupancy of the permit area shall be exercised at least 365 days each year.

B. CONDITION OF OPERATIONS. The holder shall maintain the authorized improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit. Standards are subject to periodic change by the authorized officer when deemed necessary to meet statutory, regulatory, or policy requirements or to protect national forest resources. The holder shall comply with inspection requirements deemed appropriate by the authorized officer.

C. OPERATING PLAN. The holder shall prepare and annually revise by an operating plan. The operating plan shall be prepared in consultation with the authorized officer or the authorized officer's designated representative and shall cover all operations authorized by this permit. The operating plan shall outline steps the holder will take to protect public health and safety and the environment and shall include sufficient detail and standards to enable the Forest Service to monitor the holder's operations for compliance with the terms and conditions of this permit. The operating plan shall be submitted by the holder and approved by the authorized officer or the authorized officer's designated representative prior to commencement of operations and shall be attached to this permit as an appendix. The authorized officer may require an annual meeting with the holder to discuss the terms and conditions of the permit or operating plan, annual use reports, or other concerns either party may have.

D. INSPECTION BY THE FOREST SERVICE. The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and transmission facilities at any time for compliance with the terms of this permit. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or transmission facilities. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms and conditions of this permit.

IV. RIGHTS AND LIABILITIES

A. LEGAL EFFECT OF THE PERMIT. This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR Part 251, Subpart C, and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

B. VALID OUTSTANDING RIGHTS. This permit is subject to all valid outstanding rights. Valid outstanding rights include those derived under mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.

C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

D. SERVICES NOT PROVIDED. This permit does not provide for the furnishing of road or trail maintenance, water, fire protection, search and rescue, or any other such service by a government agency, utility, association, or individual.

E. RISK OF LOSS. The holder assumes all risk of loss associated with use or occupancy of the permit area, including but not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If authorized temporary improvements in the permit area are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, the permit shall terminate.

F. DAMAGE TO UNITED STATES PROPERTY. The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs, damage to government-owned improvements covered by this permit, and all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. For purposes of clause IV.F and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

1. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use or occupancy of the permit area. If the environment or any government property covered by this permit becomes damaged during the holder's use or occupancy of the permit area, the holder shall immediately repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

2. The holder shall be liable for all injury, loss, or damage, including fire suppression, prevention and control of the spread

of invasive species, or other costs in connection with rehabilitation or restoration of natural resources associated with the use or occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs. Such costs may be deducted from a performance bond required under clause IV.I.

3. The holder shall be liable for damage caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to all roads and trails of the United States to the same extent as provided under clause IV.F.1, except that liability shall not include reasonable and ordinary wear and tear

G. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any activity or condition arising out of or relating to the authorized use or occupancy that causes or threatens to cause a hazard to public health or the safety of the holder's employees or agents or harm to the environment (including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources). The holder shall prevent impacts to the environment and cultural resources by implementing actions identified in the operating plan to prevent establishment and spread of invasive species. The holder shall immediately notify the authorized officer of all serious accidents that occur in connection with such activities. The responsibility to protect the health and safety of all persons affected by the use or occupancy authorized by this permit is solely that of the holder. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations and activities of the holder for hazardous conditions or compliance with health and safety standards.

H. INDEMNIFICATION OF THE UNITED STATES. The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use or occupancy authorized by this permit. This indemnification provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use or occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in clause V.A of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous materials, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

I. BONDING. The authorized officer may require the holder to furnish a surety bond or other security for any of the obligations imposed by the terms and conditions of this permit or any applicable law, regulation, or order.

V. RESOURCE PROTECTION

A. COMPLIANCE WITH ENVIRONMENTAL LAWS. The holder shall in connection with the use or occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., CERCLA, as amended, 42 U.S.C. 9601 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

B. VANDALISM. The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.

C. PESTICIDE USE. Pesticides may not be used outside of buildings to control undesirable woody and herbaceous vegetation (including aquatic plants), insects, rodents, fish, and other pests and weeds without prior written approval from the authorized officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests or weeds require control measures that were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

D. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES. The holder shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall leave these discoveries intact and in place until directed otherwise by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

E. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION. In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall immediately notify the authorized officer by telephone of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the authorized officer certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human remains and objects.

F. PROTECTION OF HABITAT OF THREATENED, ENDANGERED, AND SENSITIVE SPECIES. The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 1531 et seq., as amended, or identified as sensitive or otherwise requiring special protection by the Regional Forester under Forest Service Manual (FSM) 2670, pursuant to consultation conducted under section 7 of the ESA, may be shown on the ground or on a separate map. The map shall be attached to this permit as an appendix. The holder shall take any protective and mitigative measures specified by the authorized officer. If protective and mitigative measures prove inadequate, if other sites within the permit area containing threatened, endangered, or sensitive species or species otherwise requiring special protection are discovered, or if new species are listed as threatened or endangered under the ESA or identified as sensitive or otherwise requiring special protection by the Regional Forester under the FSM, the authorized officer may specify additional protective and mitigative measures. Discovery of these sites by the holder or the Forest Service shall be promptly reported to the other party.

G. CONSENT TO STORE HAZARDOUS MATERIALS. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

H. CLEANUP AND REMEDIATION

1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153, Subpart B, and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

2. Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either in the permit area or in connection with the holder's activities in the permit area, regardless of whether those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.

I. CERTIFICATION UPON REVOCATION OR TERMINATION. If the holder uses or stores hazardous materials at the site, upon revocation or termination of this permit the holder shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the permit area is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the permit area, into surface water at or near the permit area, or into groundwater below the permit area during the term of the permit. This certification requirement may be waived by the authorized officer when the Forest Service determines that the risks posed by the hazardous material are minimal. If a release or discharge has occurred, the professional or professionals shall

document and certify that the release or discharge has been fully remediated and that the permit area is in compliance with all federal, state, and local laws and regulations.

VI. LAND USE FEE AND ACCOUNTING ISSUES

A. LAND USE FEES. The use or occupancy authorized by this permit is exempt from a land use fee or the land use fee has been waived in full pursuant to 36 CFR 251.57 and Forest Service Handbook 2709.11, Chapter 30.

B. MODIFICATION OF THE LAND USE FEE. The land use fee may be revised whenever necessary to reflect the market value of the authorized use or occupancy or when the fee system used to calculate the land use fee is modified or replaced.

VII. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION. The authorized officer may revoke or suspend this permit in whole or in part:

1. For noncompliance with federal, state, or local law.
2. For noncompliance with the terms of this permit.
3. For abandonment or other failure of the holder to exercise the privileges granted.
4. With the consent of the holder.
5. For specific and compelling reasons in the public interest.

Prior to revocation or suspension, other than immediate suspension under clause VI.B, the authorized officer shall give the holder written notice of the grounds for revocation or suspension. In the case of revocation or suspension based on clause VII.A.1, 2, or 3, the authorized officer shall give the holder a reasonable time, typically not to exceed 90 days, to cure any noncompliance.

B. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an on-site review with the authorized officer's supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request within 48 hours. Following the on-site review, the authorized officer's supervisor shall promptly affirm, modify, or cancel the suspension.

C. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 251, Subpart C, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

D. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT RENEWAL. Upon revocation or termination of this permit without renewal of the authorized use, the holder shall remove all structures and improvements, except those owned by the United States, within a reasonable period prescribed by the authorized officer and shall restore the site to the satisfaction of the authorized officer. If the holder fails to remove all structures and improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VIII. MISCELLANEOUS PROVISIONS

A. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this

permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

B. CURRENT ADDRESSES. The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for billing and payment of land use fees.

C. SUPERIOR CLAUSES. If there is a conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

D. Cultural Resources Protection. The holder, contractor, or lessee shall be responsible for the protection from damage of all identified cultural resources within the area which may be affected by their actions. In addition, the holder, contractor, or lessee shall be liable for all damage or injury to the identified cultural resources caused by their actions. The holder, contractor, or lessee shall immediately notify the agency Project Administrator if any damage occurs to any cultural resource and immediately halt work in the area in which damage has occurred until approval to proceed has been granted by the Project Administrator after consultation with the Forest Archeologist. All provisions of the Region 3 Cultural Resources Damage Assessment Handbook are incorporated by reference herein.

E. GROUND SURFACE PROTECTION AND RESTORATION. The holder shall prevent and control soil erosion and gullyng on National Forest System lands in and adjacent to the permit area resulting from construction, operation, maintenance, and termination of the authorized use. The holder shall construct authorized improvements so as to avoid accumulation of excessive amounts of water in the permit area and encroachment on streams. The holder shall revegetate or otherwise stabilize (for example, by constructing a retaining wall) all ground where the soil has been exposed as a result of the holder's construction, maintenance, operation, or termination of the authorized use.

F. Fire-Control Plan. The holder shall prepare a fire plan for approval by the authorized officer which shall set forth in detail the plan for prevention, reporting, control, and extinguishing of fires on the authorized areas and within the holder's area of responsibility defined on an attached map. Such plans shall be reviewed and revised at intervals of not more than three (3) years.

G. Protection of Habitat of Endangered, Threatened, and Sensitive Species. Location of areas needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act of 1973, as amended, or as sensitive by the Regional Forester under authority of FSM 2670, derived from ESA Section 7 consultation, may be shown on a separate map, hereby made a part of this authorization, or identified on the ground. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the authorization holder.

If protection measures prove inadequate, if other such areas are discovered, or if new species are listed as Federally threatened or endangered or as sensitive by the Regional Forester, the authorized officer may specify additional protection regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party.

This permit is accepted subject to the conditions set out above.

HOLDER: COCONINO COUNTY FLOOD CONTROL DISTRICT	U.S. DEPARTMENT OF AGRICULTURE Forest Service
By: _____ (Holder Signature)	By: _____ (Authorized Officer Signature)
By: _____ (Holder Signature)	Title: _____ DISTRICT RANGER
Date: _____	Date: _____

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.



Plan of Operations

Schultz Emergency Watershed Restoration (EWP) Project

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Appendices

Appendix I: Schultz Emergency Watershed Protection Project Environmental Assessment

Appendix II: Schultz Emergency Watershed Protection Project Decision Memo

Appendix III: Construction Plans and Documents – Brandis/Thames Corridor

Appendix IV: NRCS/Coconino County Construction Agreement – Brandis/Thames Corridor

Appendix V: NRCS/Coconino County Operation and Maintenance Plan – Brandis/Thames Corridor

Appendix VI: Schultz Emergency Watershed Protection Monitoring and Performance Plan

Appendix VII: Range Mitigation Design and Pricing

Introduction

The Schultz Fire – Flood EWP Project is an integrated system of watershed restoration measures performed on Forest Service lands, and flood mitigation measures performed in downstream residential areas; which will result in decreased risks to life, property, and public infrastructure following the 2010 Schultz Fire and the subsequent three years of flooding that has resulted downstream.

Benefits of these projects to the US Forest Service include, but are not limited to:

Watershed Improvement

- Proposed measures are based on restoring natural ecosystem function using natural, native materials to accelerate the natural healing of the burn area, and to promote significant improvement of hydrologic performance and ecosystem health.

Recreation Enhancement and Safety

- Watershed improvements will enhance opportunities for public enjoyment of and access to National Forest Lands along the Deer Hill and other system trails, for the purpose of hiking, mountain biking, equestrian riding and other forms of outdoor recreation.

Rangeland Restoration

- Proposed measures will reduce erosion, promote native revegetation and restore the utility and function of rangeland for existing and future grazing permittees.

Wildlife Habitat Improvement

- Watershed restoration measures support improved revegetation of native species and overall improvement to wildlife habitat, which benefits many wildlife species through improved food sources, nesting sites, brood rearing and thermal cover. Several special species inhabit the Schultz Burn Area, such as goshawk and spotted owls.

Cultural Resource Protection

- Proposed measures will protect cultural and historic resources currently threatened by post-wildfire watershed impairments.

Litigation Mitigation

- Proposed measures constructed within the parameters of the project's risk management plan will reduce Forest Service exposure and risk regarding severe and repetitive downstream post-fire impacts.

Improving Access

- Proposed measures support securing and improving Forest Road 420, the primary public access to an area highly valued for recreation and other purposes.

Model Project

- The Schultz Fire/Flood Emergency Watershed Protection Project serves as a model for inter-agency coordination after a devastating forest fire.

Leveraging Resources

- Multiple local, state and federal agencies have provided and leveraged funds from multiple sources to perform watershed restoration to directly benefit federal lands.

General Description

The Schultz Fire – Flood EWP Project consists of:

- Construction and limited maintenance of watershed restoration measures using Natural Resources Conservation Service Emergency Watershed Protection and Coconino County Flood Control District funding mechanisms to support the restoration of the hydraulic capacity of multiple flood corridors and to reduce sediment from the Schultz Fire burn area.
 - The watershed restoration measures include re-establishing alluvial fans and efforts to restore eroded channels along historic watershed drainages to stable conditions.
 - Another purpose of the watershed restoration measures is to provide greater predictability as to future flood flows from the Schultz Fire burn area in an effort to keep downstream investments in flood mitigation effective.

Special Use Permit Approval and Amendment Process

The following outlines the SUP approval and amendment process for the Schultz Fire – Flood EWP Project:

- A Master SUP will be developed and approved, establishing overall project terms and conditions, and authorizing construction of watershed restoration measures in the first flood corridor for which final construction plans are completed and approved by the USFS, NRCS and Coconino County Flood Control District. The term of this SUP will be 10 years.
- Amendments to the Master SUP will be developed and approved authorizing construction of watershed restoration measures in additional flood corridors as construction plans are completed and approved by the USFS, NRCS and Coconino County Flood Control District.

- Once construction of watershed restoration measures is completed in a flood corridor, as determined through final inspection by the NRCS, an Amendment to the Master SUP will be developed to establish the start and end date of the three year maintenance period for that corridor.
 - The maintenance period will begin upon completion of construction, as determined by final inspection and sign-off by the NRCS and will end three years from that date, pending final inspection and sign-off by the USFS.
 - At the end of the three year maintenance period, the terms and conditions of the Master SUP and all amendments pertaining to the specific corridor will terminate.

USFS, NRCS and Coconino County Flood Control District Terms and Conditions

The following statements seek to ensure that the contractual arrangements made between the Natural Resources Conservation Service (NRCS - the funding agency) and the Coconino County Flood Control District, (the sponsor agency) are understood and acknowledged by the US Forest Service as the Schultz EWP measures are implemented on US Forest Service land:

- The US Forest Service acknowledges that the Coconino County Flood Control District is required under the NRCS' EWP Operations and Maintenance Plan and Agreement (Appendix V) to monitor and maintain the watershed restoration measures during the maintenance period as described therein, and will not unreasonably withhold the ability of the Coconino County Flood Control District to meet those obligations.
- The Coconino County Flood Control District shall also maintain the authorized improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety according to the requirements of the Natural Resources Conservation Services' EWP Maintenance Plan for each Flood Corridor. This plan requires the Coconino County Flood Control District and/or the NRCS to conduct periodic monitoring of the watershed restoration measures and may require periodic maintenance activities. The Coconino County Flood Control District is not responsible for repair or maintenance of the watershed restoration measures if those measures are damaged by a precipitation event exceeding the Coconino County Flood Control District's design storm standard used to design the watershed restoration measures.
- The US Forest Service acknowledges that the watershed restoration project as designed does not damage the land, property and other interests of the United States.
- The US Forest Service acknowledges that the watershed restoration project as designed does not cause or threaten to cause a hazard to public health or harm to the environment.

- The US Forest Service will not authorize actions or forest uses that may compromise the integrity of the watershed restoration measures authorized via this permit; as described in the Non-Exclusive Use clause of the Special Use Permit (SUP).
- The US Forest Service and the Coconino County Flood Control District understand that the watershed restoration measures that will be constructed under this permit are changes to the real property of the United States. The measures are intended to be temporary and will only be reconstructed or maintained by the Coconino County Flood Control District in accordance with NRCS' EWP Operations and Maintenance Plan and Agreement (Appendix V). Upon the termination of or revocation of this permit, the real property will remain under the ownership of the United States with alterations, fixtures and improvements left in place and the Coconino County Flood Control District will have no further responsibility for ongoing construction, reconstruction, maintenance, removal or restoration; as described in the Rights and Responsibilities clause of the Master SUP, and the Special Use Permit Approval and Amendment Process clause of this document.

Schultz Project Mitigation Measures

Silviculture

Prior to removing trees or vegetation the contractor would be required to notify and coordinate with USFS personnel. All efforts would be made to preserve standing, live trees not directly in the way of channel improvements. Seedlings planted in the project area during 2011/2012 rehabilitation efforts would be avoided when possible. Brush and slash would be stockpiled for obliterating access roads and staging areas.

USFS will perform any and all required timber valuation surveys within the area covered by the Schultz EWP Decision Memo, concurrent with review of 30% engineering plans and far in advance of anticipated construction start dates. USFS will also mark any and all critical trees not to be cut or otherwise damaged within the project area.

All efforts will be made to preserve standing, live trees not directly in the way of channel improvements. Seedlings planted in the project area during 2011/2012 rehabilitation efforts will be avoided when possible. Brush and slash will be stockpiled for obliterating access roads and staging areas.

Botany

Temporary road routes would be surveyed for Rusby milkvetch (Astragalus rusbyi) prior to construction or reconstruction; if detected, populations would be avoided where possible.

Coconino County will submit final construction plans for review and approval by USFS. USFS will identify and stake areas to be avoided if construction is anticipated to occur within the survey season for the Rusby milkvetch. If construction is scheduled for outside this season, no survey will be required.

Weed Management

The objective of weed management would be to prevent the introduction of nonnative weed species into the fire area and minimize transfer of weed seed between watersheds. To this end, the primary defense would be the cleaning of all equipment before it enters the National Forest. Coconino County would ensure that all personnel and contractors are responsible for cleaning any and all equipment brought on site to mitigate introduction of noxious weeds into the area. Additionally, impacts to existing vegetation and habitats that are designated for protection would be minimized through marking of these areas and avoidance. Areas that have high densities of non-native, invasive weeds would be not be used for staging areas. Additionally, disturbed sites would be monitored for at least three years after completion of the project to assess the need for weed treatment. Infestations would be treated as soon as they are detected.

Coconino County will require all contractors to utilize a pre-emergent herbicide on all staging and cleaning areas only. It is understood that such pre-emergent herbicide can remain effective for up to 120 days.

Following construction, and/or after the 120 day effective period, all staging and cleaning areas will be reseeded with a native seed mix acceptable to the USFS.

Monitoring of these reseeded areas will be performed in conjunction with the Monitoring and Performance Plan included herein (Appendix 6) for the three year monitoring and maintenance period.

Soil/Watershed

To minimize the construction-related impacts to soils and water resources, all proposed work would be accomplished under an Arizona Pollutant Discharge Elimination System (AZPDES) permit with preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP) and using Forest Service best management practices (BMPs). The SWPPP is administered by the Arizona Department of Environmental Quality. SWPPP-related best management practices for reducing erosion and preventing sediment transport from construction activities would include re-seeding of all disturbed areas and installation of such measures as silt fences and straw wattles to minimize sediment movement. Construction activities would be timed to avoid disturbance during periods most likely to experience flow generating storm events. The exact SWPPP-related erosion control measures would be developed during final project design with SWPPP implementation by the construction contractor. Forest Service BMPs that would be implemented are derived from Forest Service Handbook (FSH) 2509.22 – Soil and Water Conservation Practices Handbook. Implementation would occur through incorporation in the SWPPP

To minimize the construction-related impacts to soils and water resources, all proposed work will be accomplished under an Arizona Pollutant Discharge Elimination System (AZPDES) permit with preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP) and using Forest Service best management practices (BMPs). The SWPPP is administered by the Arizona Department of Environmental Quality. SWPPP-related best management practices for reducing erosion and preventing sediment transport from construction activities will include re-seeding of all disturbed areas and installation of such measures as silt fences and straw wattles to minimize sediment movement. Construction activities will be timed to avoid disturbance during periods most likely to experience flow generating storm events. The exact SWPPP-related erosion control measures will be developed during final project design with SWPPP implementation by the construction contractor. Forest Service BMPs that will be implemented are derived from Forest Service Handbook (FSH) 2509.22 – Soil and Water Conservation Practices Handbook. Implementation would occur through incorporation in the SWPPP

Public Safety

Given the potential for intense periods of activity by construction crews, a closure order of the project area would be implemented during the construction phase, including FR 420 north of FR 556 and south of the junction of FR553. Major access points from the surrounding private lands would be marked and public notice would be made of the forest closure period. Protection devices would be provided including barricades, fencing, warning signs, and other devices necessary to ensure that the general public is notified of construction activities within a watershed. Construction activities would be required to be conducted in a manner consistent with all safety regulations and required permits.

USFS will mark major access points from the surrounding private lands and will distribute public notices of the forest closure period. Coconino County contractors will provide protection devices around the immediate area of construction.

Trails

The only major trail through the project area is Deer Hill Trail, which crosses each of the drainages. This trail would be closed during the construction period.

USFS will mark major access points from the surrounding private lands and will distribute public notices of the trail closure period.

Coconino County Flood Control District contractors will flag the immediate construction area signifying the trail closure.

Range

Grazing: Grazing within the project area would be deferred for the next two to three years to allow watershed recovery to progress. Before grazing resumes, fences impacted by construction activities would be repaired or replaced. Where fences cross active channels, a crossing design that minimizes maintenance without hindering channel processes would be utilized.

Existing Pastures

There are 4 existing pastures in the Black Bill Allotment. They are used in a rest-rotation schedule, with 3 grazed and 1 rested annually. There are 60 head of cattle with about 45 days in each pasture. Grazing period is from June 1 to October 31 annually. The allotments are bounded on the east by private fencing at the neighborhood boundary. The western boundary is defined by a fence line running roughly parallel to the 420 road but downhill from the road. Each pasture has a water source; however Summit Tank in the Thames watershed is not working and will not be rebuilt for some time.

The two southern most pastures were not affected by the Schultz Fire. The two northern most pastures were. These are North Black Bill and Summit Pastures. Summit Pasture encompasses

both Peaceful Way and Thames Watersheds. All of the other project watersheds are contained in North Black Bill Pasture. The Lenox Watershed is not affected by grazing. It is in a different allotment that is not being grazed.

Projected Use of Pastures

USFS is checking in with lessee to determine his plans. Allotment is available for use this coming season since the lessee has been out for three years. However, the northern pastures affected by the fire cannot be utilized until the fence has been rebuilt. USFS provides the materials and the lessee builds the fence. The timing of this is up to the lessee. It could happen this year or many years in the future. If lessee does not rebuild fence, the USFS can look for extra funds to rebuild it and make pastures viable.

Temporary Fence Criteria

Protective fencing should be temporary. It only needs to be up for the 45 day period that stock is in the pasture.

Single wire electric has been shown to be effective and is what the USFS recommends. Fiberglass poles with electrified ribbons are visible and easy to manage for multiple installations. Solar charged/battery powered energizers will be used to charge the fence. It is estimated that a small crew could set this fence for a watershed in about a day. The materials will be removed and reused in other watersheds as needed after the 45-day grazing period.

There will be a need to establish travel lanes for livestock since the water sources are often on the far side of pasture. From conversations with Range Manager, it appears that three lanes would work: One near the uphill side of the pasture, one near the private property boundary and one somewhere in the middle. These lanes should be a minimum of 200-ft. wide.

Some Considerations

- The need for fencing may not ever materialize during the course of the project, because the lessee may not elect to rebuild pasture fence. However, if it does materialize, the C Flood Control District county may have only a month or two to respond.
- The USFS has some ability to direct grazing activities through annual grazing plans. This can be in the form of pasture rotation, or timing of pasture use within the grazing period to allow establishment of grasses in spring or monsoons.
- USFS believes that planted grasses should be established within a year after planting. A three-year fence out period is overly long in their opinion. Additionally, the plantings will not necessarily be more sought after as forage than surrounding areas of pasture outside the project area. Lack of perennial water and succulent riparian vegetation will not help to concentrate animals along the channels after the first year of growth.

Recommendations

Given the relatively light use that is planned for the area if it is utilized, Coconino County Flood Control District will negotiate with NRCS managers to determine if fencing is needed or if it will be required for the full three year maintenance period.

Coconino County Flood Control District will maintain close coordination with Gary Hase at USFS to determine when and if pasture allotments will be utilized.

If fencing is required, Coconino County Flood Control District will utilize temporary electric fencing to minimize cost. Enough fencing will be purchased to establish a perimeter around the Thames watershed enhancements. A single installation is estimated to be less than \$10,000 and materials will be utilized for multiple installations. However, the need for fencing will trigger the need for Coconino County Flood Control District Project Managers to coordinate with USFS Range Manager and develop contracts for materials and labor for the duration of the O&M period.

Fencing will need to be laid out in three enclosures for each project reach that allow animals to pass from one side of pasture to the other. A minimum of 200 feet between enclosures is recommended.

See Appendix VII for design and cost details

Long-term Vegetation Monitoring Plots: There are two Historic Range Vegetation Plots as well as a set of Northern Arizona University-USFS Native Plant Material Program Plots located along FR420C. It is not anticipated that these plots would be disturbed as part of the planned work; however the plots would be clearly staked prior to any ground disturbance to insure that they are avoided.

Coconino County will submit final construction plans for review and approval by USFS. Plans will avoid long-term vegetation monitoring plots as much as possible. If potential conflicts are anticipated, USFS will identify and stake areas to be avoided.

Heritage Sites

Pre-fire mapping of archaeological sites within the project area indicate that a number of sites are near enough to proposed disturbance areas to raise concern about disturbance of cultural resources. Many of these sites are within known floodways and may have already been disturbed by flood events. Others may be impacted by erosion as channel banks continue to erode. In these cases, bank protection and channel conversion that slows erosion rates would help protect these sites. In other cases, sites may be directly in the area proposed for treatment activities. These sites would be analyzed on a site by site basis prior to work occurring in those areas to determine if protection or avoidance is the best alternative for each site. If protection is required, appropriate bank protection methods including those listed in Appendix A would be utilized.

If unexpected discoveries are encountered during implementation, project activities would stop and appropriate personnel would be consulted. Given the possibility of inadvertent discoveries of buried archaeological deposits within the project area, archaeological monitoring would be performed during the operation of ground moving machinery. Mitigation of inadvertent discoveries shall be performed in consultation with the Arizona SHPO and/or affiliated tribes. Monitoring would be performed by a qualified archaeologist.

Coconino County will submit final construction plans for review and approval by USFS. Plans will include avoidance or mitigation of any heritage site conflicts, which will be documented herein.

USFS will contract with an archaeological monitor for the duration of construction. If an inadvertent discovery is made while the archaeological monitor is not present, Coconino County contractors would cease work and consult the appropriate personnel.

Wildlife

Surveys for Mexican spotted owl (MSO) occupancy would be conducted prior to implementation of construction activities within 1/4 mile of MSO habitat (375 acres). If occupancy is discovered, timing restrictions on construction activities within that 1/4 mile buffer would apply.

Surveys for northern goshawk occupancy would also be conducted prior to implementation of construction activities within post-fledgling areas (PFA) within the analysis area (4,200 acres); if new nesting sites are located, timing restrictions on construction activities within PFAs would be required.

Large snags identified as leave trees by Forest Service biologists would be avoided.

Coconino County will submit final construction plans for review and approval by USFS. USFS will identify and stake areas to be avoided.

Monitoring and Maintenance

The channel enhancements are designed to remain stable within the bounds of natural variation without maintenance. Nonetheless, restoration of degraded stream systems would require a certain amount of adaptive management, whereby monitoring would be used to direct future improvements. Although the proposed treatments are expected to be self-maintaining, monitoring on at least an annual basis—especially after larger storm events—would be conducted by the contractor and/or Coconino County to document treatment success and identify the need for additional measures and maintenance. For example, modified channels may experience localized down cutting and/or stream bank erosion owing to low frequency, high intensity precipitation events and/or hydraulic stresses in excess of threshold values needed to mobilize channel bounding sediments. Monitoring would identify those areas requiring additional treatment.

Monitoring would entail photography and measurement of detailed cross sections at permanently monumented sites. Cross-sections would be compared to previous years to estimate aggradation or degradation at the site. If the monitoring indicated that significant channel degradation was occurring, maintenance in the form of additional grade stabilization may be required. Monitoring would be accomplished by foot travel and closed roads would be reopened if access was required for maintenance; any additional ground disturbing work performed for maintenance of the project would follow the BMPs and other design features outlined for the original treatment.

Ongoing Monitoring and Maintenance mitigation measures are described in final construction plans (Appendix III), the Operations and Maintenance Agreement with the NRCS (Appendix V), and the Monitoring Plan approved by the NRCS (Appendix VI) and subsequently documented herein



Decision Notice and Finding of No Significant Impact

Schultz Sediment Reduction Project

**USDA Forest Service
Flagstaff Ranger District, Coconino National Forest
Coconino County, Arizona**

Background

In June 2010, the Schultz Fire burned over 15,000 acres on the San Francisco Peaks in the Coconino National Forest just north of Flagstaff, AZ. The fire occurred on steep mountain slopes uphill of an established rural residential area, with roughly 67% of the burn area classified as high to moderate burn severity (Figure 1). Developed private land is located on flatter slopes at the base of the mountains, with the national forest boundary just upslope of the residential neighborhood. Multiple roads, trails, and thousands of acres of wildlife habitat were destroyed, in addition to a loss of watershed and soil function in the high to moderate burn severity areas (USDA Forest Service 2011).

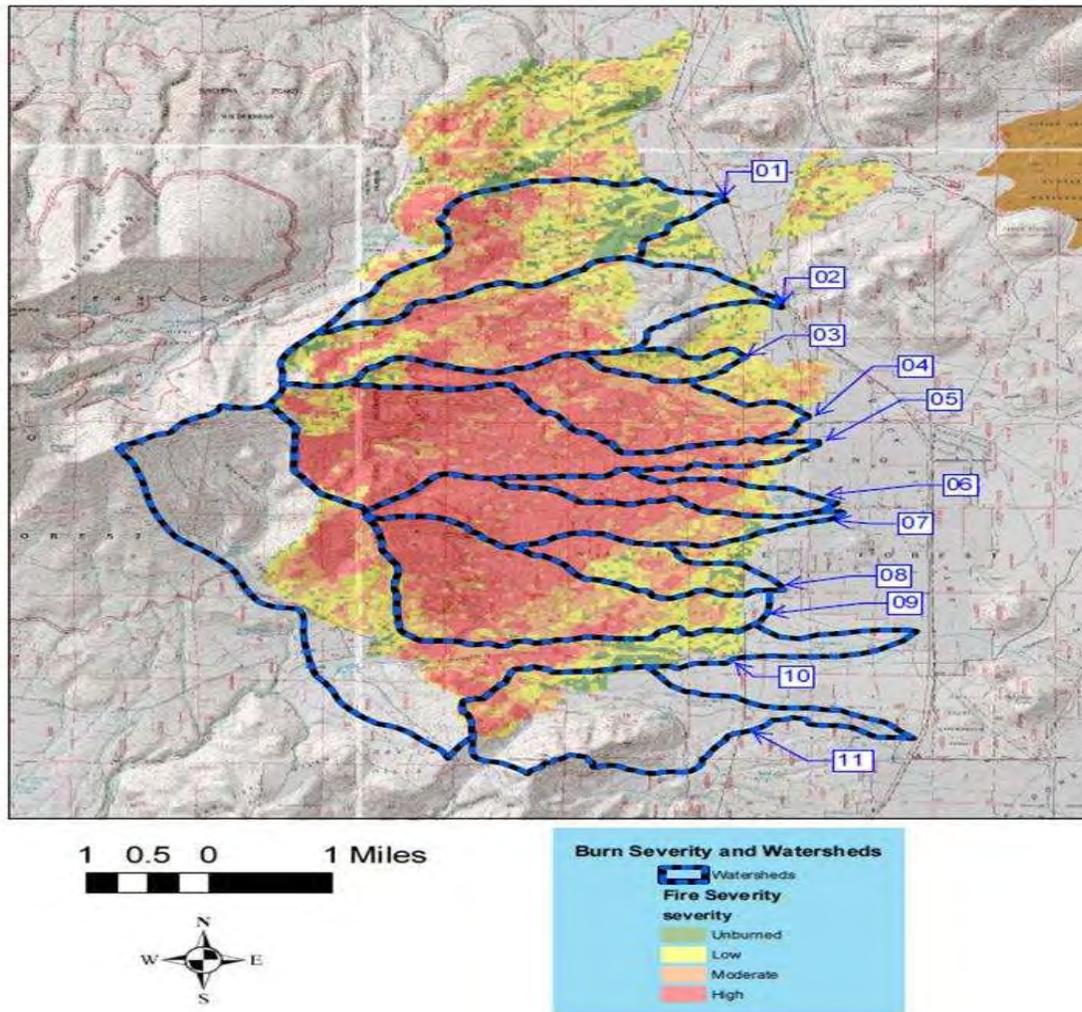
The combination of high to moderate burn severity, steep slopes, and high intensity rainfall occurring within weeks of the fire produced a series of floods that resulted in substantial erosion of hillslopes and stream channels. In particular, a 1.78-inch storm event on July 20, 2010 was estimated as a 17 year rain event, with the storm flow estimated at the 85+ year event level (USDA Forest Service, 2011). These events also led to the reactivation of an existing alluvial fan underlying both National Forest and private land. In other words, though some level of runoff had occurred historically, the upper parts of the watershed began contributing much more surface flow and sediment to the lower fan surfaces than in pre-fire conditions. Subsequent flooding of the neighborhoods was exacerbated by the deposition of eroded sediment, derived from the burn area, in stream channels directly above or within the neighborhoods, causing shifting and/or overtopping of drainage channels. On the Forest, the high flows created many continuous areas of incised channels with highly erodible streambanks. In addition, portions of alluvial fans were incised to a point that they were no longer functioning as sediment storage areas.

An analysis of sediment yield conducted by Natural Channel Design (NCD) (under contract with Coconino County) focused on not only quantifying the amount of sediment, but also identifying specific sediment sources within the Schultz burn area. This analysis estimated that the sediment supply is largely from eroding streambanks (~86%), while hillslope and roadway erosion have been greatly reduced due to revegetation treatments and other efforts (NCD, 2012). The sediment yield analysis also indicated that a significant quantity of sediment can be expected to continue impacting the developed area until channels stabilize. Published studies indicate that hillslope erosion will continue to decline as vegetation recovers; however erosion of stream channels may persist for decades as over-steepened channel banks continue to slough off and contribute sediment to downstream areas.

In 2012, the Natural Resources Conservation Service (NRCS) awarded Coconino County (County) a grant to construct flood mitigation measures on private land; however, the County determined that efforts on private land would have to be supported by concurrent work on the National Forest in order to be successful due to the volume of sediment being transported through the area. In February, 2012, the County approached the Coconino National Forest with a proposal to implement sediment reduction

activities on the Forest (Alternative 2: Proposed Action). Scoping on the proposed action occurred in February, and the Environmental Assessment (EA) was released in late May for public review (see Public Involvement section).

Figure 1: Schultz Fire Burn Severity and BAER Delineated Watersheds (Higginson, 2010)



Decision

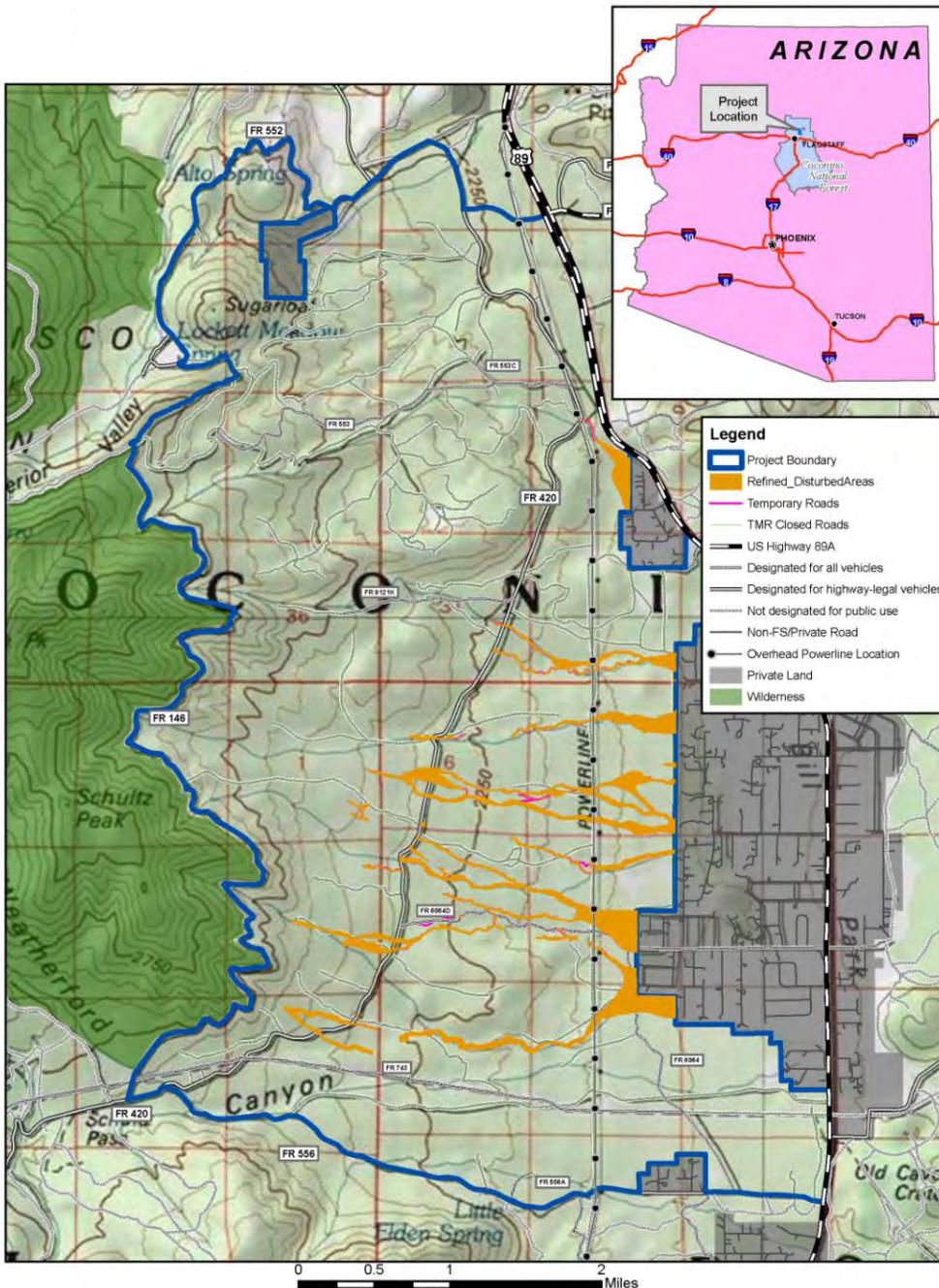
After consideration of the Schultz Sediment Reduction Project Environmental Assessment (EA), I have decided to authorize Alternative 2: Proposed Action. Alternative 2 meets the project’s purpose and need by authorizing Coconino County to implement activities on the National Forest to reduce the amount of sediment transported through the forest by floodwater events, which will support their efforts on private land.

Though this decision allows for authorization of these activities, a separate permit is required before such work could begin. The permit will include the monitoring requirements and design features included in this decision, and is contingent on the completion of a comprehensive plan for routing water through the neighborhoods. As this is an extremely integrated system across boundaries, no actions will be authorized



on the National Forest without prior or concurrent work occurring on private land to safely conduct flows all the way through residential areas. Performing work only on the forest would not be sustainable, as instability in the channels on private land would continue to unravel actions taken on the Forest. In other words, implementing activities only above the Forest Service boundary would not solve the issue of channel instability in the burn area because the erosion (headcuts) within the channels on private land would continue to migrate upstream, eventually leading to a reoccurrence of channel downcutting. Additionally, floodwater and debris would not stop at the boundary, but rather would continue to impact private land, potentially in areas that had not previously experienced flooding due to the changed hydrology upstream. There must be an adequate flood conveyance system downstream into which concentrated flows can be delivered for safe conveyance through residential areas.

Figure 2: Project vicinity map and Proposed Action treatment locations



Alternative 2: Proposed Action

Alternative 2 will enhance sediment storage areas and stabilize eroding streambanks within the Schultz Sediment Reduction project area on the Flagstaff Ranger District. Treatments will be primarily confined to the land east of Forest Road 420 and west of the National Forest/private land boundary (Figure 2), as well as a few areas just west of FR 420 where terrain permits. No treatments will occur in designated wilderness areas as a part of this project; actions on private land will be authorized by the landowner in



consultation with the County and were not directly analyzed as part of this National Environmental Policy Act (NEPA) process.

Total estimated treatment acreage on the National Forest is approximately 462 acres (about 3% of the Schultz Fire area), which includes all activities related to sediment storage area enhancement and channel stabilization described below. Exact locations of these described activities (sediment storage area enhancement and channel stabilization) are not delineated as locations may change as a result of design refinement on behalf of the County. Instead, the Interdisciplinary Team and the County defined a maximum area of disturbance to analyze, which assumed that any or all of the actions included in the proposal could occur within that defined area. Due to the need for prior or concurrent work on private land downslope of each drainage area and limited resources, some drainages may not receive treatment. However all areas identified for possible treatment were analyzed, and are authorized in this decision.

Sediment Storage Area Enhancement

Storage of sediment may be enhanced in approximately 5.2 miles of stream channels in areas where sediment is currently being stored naturally or in areas that formerly stored sediment but are no longer doing so as a result of channel degradation. This enhancement will be accomplished through channel widening, placement of fill to promote the spreading of water in former depositional areas, creation of cross-channel depressions for sediment storage and fill borrow material, and installation of grade control structures utilizing on-site materials such as logs, to promote spreading of water and prevent entrenchment in depositional areas. Removal of trees from storage areas will create larger patches of openings; however these sites are generally less than 4 acres each and live trees will be retained where possible.

Material to fill the incised areas will be borrowed from the channel upstream and downstream of the fill site to minimize haul distance and limit the disturbance area. The borrow area will extend entirely across the channel cross-section, forming a deep depression (10-15 ft) with shallow slopes on both sides. The slopes are protected with logs and boulders to prevent headcutting. The borrow pit will be left open to catch sediment moving downstream, providing additional storage.

Channel Stabilization

Stream bank and bed stabilization may occur on approximately 15.4 miles of stream channels and will include 1) reshaping of channels to reduce their erodibility, and 2) installation of grade control structures and in-channel features to dissipate stream energy and direct shear stress away from stream banks (see Appendix A in the EA). Channel reshaping will include laying back channel banks to alleviate over steepened banks, adding roughness components such as toe rocks, rock and roll log structures, root wads, and rock step-pool structures to channel banks and beds to dissipate and re-direct stream energy, and minor placement of fill to create benches for dissipating energy and attenuating flow. Live trees will not be targeted for removal unless they are overhanging a streambank proposed for treatment.

Channel stabilization structures will be employed as part of the change to dimension, pattern and profile. Grade control and streambank erosion practices will be utilized whenever required during the reshaping of channels and to protect archaeological sites located near channels as needed. Potential channel stabilization structures for inclusion are: toe rocks, root wads, j-hook structures, log vanes, rock vanes, rock cross-vanes, rock and roll/log and roll structures, and rock step-pool structures. A detailed description of these structures is provided in Appendix A of the EA.

Access Roads

The project area contains approximately 60 miles of roads closed to motorized travel through the Travel Management Rule (TMR) decision (September 2011). All roads designated as closed that are utilized by the contractor will be obliterated by the contractor upon completion of the project (approximately 5.3

miles), with the exception of the APS Powerline Road which will be maintained by APS for access to the powerline as a permitted use. Approximately 52 miles of the remaining existing Forest Service roads designated for closure within the project area will be decommissioned at a later date by the Flagstaff Ranger District, which may include total obliteration of the entire road bed, partial obliteration, or gating.

About 1.3 miles of new temporary roads will be constructed to allow equipment access to the channel when existing roads do not cross the channel within a reasonable distance from major work areas. These temporary roads will be 8 to 12 feet wide, depending on the size and type of equipment requiring access to the site. Equipment will generally travel in the channel or along the bank immediately adjacent to the channel. No wheeled, overland travel outside of designated roadways or access points will be allowed. All temporary roads constructed will be decommissioned upon completion of the project.

Obliteration will consist of any or all of the following:

- Rolling any significant windrows back into the road bed along its entire length.
- Scarifying the road bed to a depth of 4"-5" along its entirety. This will be accomplished 45 degrees or more to the existing fall line or slope.
- Installing/maintaining adequate drainage structures (i.e., water bars, cross ripping, outsloping).
- Scattering slash randomly along the road, heavily along the ripped portion.
- Re-contouring where applicable (cross-sloped).
- Seeding with native seed species the entire length.

Staging/Refueling/Washing Areas

Staging areas will be utilized for portable toilets, refueling, daily maintenance, washing of equipment, parking, storage of materials and log decks. Multiple areas for each watershed have been identified. These areas are approximately 100 X 100 feet and are generally located adjacent to the main access roads or near areas of extensive earthwork, away from existing noxious weed populations. The exact dimensions of the staging areas will be determined by the contractor based on site access needs, number of vehicles being washed at any one time, etc. After project completion, areas will be reclaimed with ripping, seeding and brushing prior to demobilization.

Construction Equipment

The following equipment is expected to be utilized during construction:

- Backhoe/Trackhoe/Excavator with thumb: Channel filling, bank sloping, and rock installation
- Backhoe/Front End Loader: Moving structure rock and various fill
- Dozer: Land smoothing and moving fill
- Dump/Rock Truck: Miscellaneous hauling
- Excavator and feller-buncher: Cutting and removing trees, and grubbing stumps

All equipment will be cleaned and inspected before entering the forest to minimize the chance of spills and introduction of weed material (see the Weed Management Design Features).

Revegetation

All areas of disturbance will be revegetated with native seed mix including species such as prairie junegrass, bottlebrush squirreltail, Arizona fescue, pine dropseed, blue grama, mountain muhly, and little bluestem. Disturbance areas to be seeded include channel banks and aggrading channel earthwork areas as well as obliterated roadways and staging areas. Seeded areas will be mulched with locally available chipped mulch from previous mulching and chipping activities in the burn area or from chipping of plant materials removed for earthwork. If necessary, seedling trees will be planted in higher flood plains or around the margins of aggrading channels.



Design Features and Mitigation Measures

Applicable Forest Plan standards and guidelines, Best Management Practices, and Forest Service Manual and Handbook direction will be incorporated in project design and implementation. The following features are design elements that further detail management actions and mitigate environmental consequences.

Silviculture

Prior to removing trees or vegetation the contractor will be required to notify and coordinate with USFS personnel. All efforts will be made to preserve standing, live trees not directly in the way of channel improvements. Seedlings planted in the project area during 2011/2012 rehabilitation efforts will be avoided when possible. Brush and slash will be stockpiled for obliterating access roads and staging areas.

Botany

Temporary road routes will be surveyed for Rusby milkvetch (*Astragalus rusbyi*) prior to construction or reconstruction; if detected, populations will be avoided where possible.

Weed Management

The objective of weed management will be to prevent the introduction of nonnative weed species into the fire area and minimize transfer of weed seed between watersheds. To this end, the primary defense will be the cleaning of all equipment before it enters the National Forest. Coconino County will ensure that all personnel and contractors are responsible for cleaning any and all equipment brought on site to mitigate introduction of noxious weeds into the area. Additionally, impacts to existing vegetation and habitats that are designated for protection will be minimized through marking of these areas and avoidance. Areas that have high densities of non-native, invasive weeds will be not be used for staging areas. Additionally, disturbed sites will be monitored for at least three years after completion of the project to assess the need for weed treatment. Infestations will be treated as soon as they are detected.

Soil/Watershed

To minimize the construction-related impacts to soils and water resources, all proposed work will be accomplished under an Arizona Pollutant Discharge Elimination System (AZPDES) permit with preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP) and using Forest Service best management practices (BMPs). The SWPPP is administered by the Arizona Department of Environmental Quality. SWPPP-related best management practices for reducing erosion and preventing sediment transport from construction activities will include re-seeding of all disturbed areas and installation of such measures as silt fences and straw wattles to minimize sediment movement. Construction activities will be timed to avoid disturbance during periods most likely to experience flow generating storm events. The exact SWPPP-related erosion control measures will be developed during final project design with SWPPP implementation by the construction contractor. Forest Service BMPs that will be implemented are derived from Forest Service Handbook (FSH) 2509.22 – Soil and Water Conservation Practices Handbook. Implementation will occur through incorporation in the SWPPP (see Appendix B in the EA for more information).

Public Safety

Given the potential for intense periods of activity by construction crews, a closure order of the project area will be implemented during the construction phase, including FR 420 north of FR 556 and south of the junction of FR553. Major access points from the surrounding private lands will be marked and public notice will be made of the forest closure period. Protection devices will be provided including barricades, fencing, warning signs, and other devices necessary to ensure that the general public is notified of

document treatment success and identify the need for additional measures and maintenance. For example, modified channels may experience localized downcutting and/or streambank erosion owing to low frequency, high intensity precipitation events and/or hydraulic stresses in excess of threshold values needed to mobilize channel bounding sediments. Monitoring will identify those areas requiring additional treatment.

Monitoring will entail photography and measurement of detailed cross sections at permanently monumented sites. Cross-sections will be compared to previous years to estimate aggradation or degradation at the site. If the monitoring indicated that significant channel degradation was occurring, maintenance in the form of additional grade stabilization may be required. Monitoring will be accomplished by foot travel and closed roads will be reopened if access was required for maintenance; any additional ground disturbing work performed for maintenance of the project will follow the BMPs and other design features outlined for the original treatment.

Decision Rationale

After thorough review of the EA and the Response to Comments, I have determined that Alternative 2: Proposed Action meets the purpose and need of supporting Coconino County efforts to mitigate impacts to private land. After review of the issues identified by the public and Interdisciplinary Team (ID Team), I have determined that mitigation measures and design features can reduce the impact of all potential effects.

Public Involvement

The proposal was listed in the Schedule of Proposed Actions starting April 1, 2012. The proposal was sent to the public, 17 local tribes, and other agencies for comment during scoping March 15 through March 30, 2012 (mailing list available in Project Record). The Proposed Action and associated maps were posted on the Coconino National Forest planning website on March 14, and a news release was emailed to local media contacts, partners and others on March 21. In addition, as part of the public involvement process, the agency hosted a public scoping meeting on March 27 to disseminate information and gather input about the actions proposed on the National Forest, and attended 11 public meetings hosted by Coconino County to field questions related to the Proposed Action. The Forest Service also met with the Hopi Tribe to first discuss the potential for the project on December 9, 2011, and most recently on April 25, 2012 to discuss the Proposed Action.

The majority of the comments received were in favor of the Proposed Action; one comment voiced concerns about the relative costs and benefits of machinery use for sediment reduction actions, and the potential inability of native plants to recolonize disturbed sites. One commentor suggested using a local saprophytic mushroom organism to encourage decomposition and to control sedimentation and improve aspen regeneration. The Forest Botanist evaluated the suggestion in detail in the Botany Specialist Report (located in the project record). No issues with the proposed action or alternatives were identified that would lead to the development of additional alternatives or an environmental impact statement.

Four comments were received during the 30-day public comment period for the Environmental Assessment: three in support of the proposed action and one requesting clarification on whether measures on the National Forest would be implemented without concurrent actions taking place on private land. To address this concern, a statement was provided in the response to comments explaining that no actions would occur on the National Forest without concurrent work occurring on private land to safely conduct flows all the way through residential areas. The Response to Comments document in the project record and included as Appendix A of this decision includes all four comments and the related Forest Service responses.



Alternatives Considered

In addition to Alternative 2: Proposed Action, the No Action Alternative was analyzed. Under the No action Alternative, no treatments would occur in the project area; current management plans would continue to guide management of the project area. None of the actions proposed to reduce sediment produced in floodwaters off the Schultz burn area would be implemented. In addition, no roads closed under the Travel Management Rule (TMR) would be proposed for obliteration or decommission. This alternative was determined to not meet the purpose and need of the project.

Findings Required by Other Laws or Regulations

The planning and decision-making process for this project was conducted in accordance with all applicable laws, regulations, policies and plans. This section briefly describes my findings regarding the legal requirements most relevant to this project decision.

National Forest Management Act and 36 CFR 219 Regulations

Alternative 2 complies with the Coconino National Forest Plan and associated amendments. This project incorporates all applicable forest-wide standards and guidelines and management area direction as they apply to the project area. This project is also in compliance with Coconino National Forest Plan goals and objectives. All required interagency review and coordination has been accomplished.

Effects on one threatened and endangered species (Mexican spotted owl), eight Regional Forester's Sensitive Species, and six MIS were analyzed in detail. A Biological Assessment and Evaluation for threatened, endangered and sensitive species as well as a Wildlife Specialist Report were prepared for this project and effects are summarized in the EA. It was determined that Alternative 2 would have "No Effect" to Mexican spotted owls or its critical habitat. It was also determined that Alternative 2 is not likely to result in a trend toward federal listing or loss of viability for sensitive species, and will not contribute to a change in the forest-wide population or habitat trend for MIS.

National Historic Preservation Act (NHPA); Archeological Resources Protection Act; American Indian Religious Freedom Act; Executive Order 11593 (Cultural Resources)

The initiation of work in any phase of the project will be contingent upon completion of the identification and protection of historic properties and compliance with applicable provisions of National Historic Preservation Act (NHPA) in accordance with the Region 3 Programmatic Agreement Regarding Historic Properties Protection and Responsibilities, Appendix A (see Design Features for Cultural Resources for more information). Native American tribes and communities were consulted during public scoping. The White Mountain Apache Tribe responded to scoping efforts in March with a letter expressing the determination that the proposed project "will not have an adverse effect on the White Mountain Apache tribe's historic properties and/or traditional cultural resources," (March 21, 2012). It was determined under the Programmatic Agreement for Compliance with Section 106 of the NHPA that Alternative 2: Proposed Action will have no effect on cultural properties and values. In addition, implementation of Alternative 2 will not affect tribal access to Federal lands within the project area.

Endangered Species Act

Section 7(a)(2) of the Endangered Species Act (ESA) requires that Federal agencies consult with the USFWS, as appropriate, to ensure that our actions do not jeopardize the continued existence of species listed as threatened or endangered under the ESA, or destroy or adversely modify designated critical habitat. As the Forest Service determined that the proposed action would have "No Effect" to Mexican spotted owl or its critical habitat, no formal consultation with the USFWS was required. The Wildlife Specialist Report details this analysis and determination. The USFWS was sent notification of the availability of the EA for review during the 30-day comment period.



Bald and Golden Eagle Protection Act

Implementation of Alternative 2 will not result in take, as defined in the Eagle Protection Act, for bald or golden eagles. Bald eagles were not analyzed in detail for this project as there are no large water sources within 2.5 miles of the project area, no winter roost habitat, no potential day roost within one mile, and no nest locations within 10 miles of the project area. Similarly, as there are no large grasslands or open areas for foraging and no known nests within one mile of the project area, golden eagles were not further analyzed in detail for this project. The Wildlife Specialist Report includes this information.

Clean Water Act

The U.S. Army Corps of Engineers has determined that there are no jurisdictional waters within the analysis area and therefore, the proposed work is not subject to permitting under section 404 of the Clean Water Act. Alternative 2: Proposed Action complies with the Non-point Source Intergovernmental Agreement signed by the Forest Service (Region 3) and the Arizona Department of Environmental Quality (ADEQ). To minimize the construction-related impacts to soils and water resources, all proposed work will be accomplished under an Arizona Pollutant Discharge Elimination System (AZPDES) permit with preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP) and using Forest Service best management practices (BMPs). Construction activities will be timed to avoid disturbance during periods most likely to experience flow generating storm events. The exact SWPPP-related erosion control measures will be developed during final project design with SWPPP implementation by the construction contractor. Forest Service BMPs that will be implemented are derived from Forest Service Handbook (FSH) 2509.22 – Soil and Water Conservation Practices Handbook. Implementation will occur through incorporation in the SWPPP.

Clear Air Act

Alternative 2: Proposed Action is not anticipated to cause adverse human health or environmental effects to air quality as no burning activities will occur through implementation of this alternative.

Executive Order 12898 (Environmental Justice)

Implementation of Alternative 2 is not anticipated to cause disproportionate adverse human health or environmental effects to minority or low-income populations.

Executive Order 13186 (Migratory Birds)

Executive Order 13186 requires that an analysis be made of the effects of Forest Service actions on Species of Concern listed by Partners in Flight (PIF), the effects on Important Bird Areas (IBA) identified by Partners in Flight, and the effects to important over-wintering areas. The wildlife specialist analyzed the effects of project activities to seven neotropical migratory birds that are found or have potential habitat in the project area, and found that although Alternative 2 may result in direct impacts to migratory birds if trees or snags with nesting birds are cut during project implementation, this alternative will not change the existing forest trend for species of concern.

Finding of No Significant Impact (FONSI)

After considering the environmental effects described in the EA, I have determined that the actions described in Alternative 2 will not have a significant effect on the quality of the human environment, considering the context of the project area and intensity or severity of impacts (40 CFR 1508.27). Thus, an environmental impact statement will not be prepared. I base my finding on the following:



Context and Intensity

This project is a site-specific action that by itself does not make international, national, regional or statewide decisions. The Forest Service proposes to authorize sediment reduction activities on 462 acres on the Flagstaff Ranger District of the Coconino National Forest. The scope of this decision is specific to the project area and adjacent communities and private land. Authorizing activities to reduce sediment transportation from the National Forest will support concurrent Coconino County efforts on private land.

The following discussion is organized around the ten intensity factors described in the National Environmental Policy Act regulations (40 CFR 1508.27) as they pertain to the context of the Schultz Sediment Reduction Project under Alternative 2:

1. Neither beneficial nor adverse effects are significant.

Direct, indirect, and cumulative effects of the project activities on various resources are disclosed and discussed in Chapter 3 of the EA and associated project record. Alternative 2 will not significantly or adversely affect resources in the natural or human environment.

2. There will be no significant effects on public health and safety.

Alternative 2 was developed to address the need to reduce sediment production and transportation on the National Forest to support efforts on private land. The design features and mitigation measures of Alternative 2 will result in no significant effects to public health or safety.

3. There will be no significant effects on the unique characteristics of the area, such as historic or cultural resources, designated park lands, prime farmlands, wetlands, wild and scenic rivers, or ecologically critical areas (research natural areas).

There are no designated park lands, prime farmlands, wild and scenic rivers, spring, wetlands, or ecologically critical areas in or around the project area, therefore, there are no effects on these unique characteristics (see Chapter 3 of the EA, Soil and Water). Historic and cultural resources are numerous on the Coconino National Forest and have been found within the project area. An archaeologist will flag sites prior to project implementation and monitor these sites throughout implementation. The design features and mitigation measures of Alternative 2 will result in no significant effects to these unique resources (See Chapter 2 of the EA, Design Features and Mitigation Measures).

4. The effects on the quality of the human environment are not likely to be highly controversial.

This factor pertains to any disagreement between experts in a given field over the potential effects of this proposal. Public concerns and input have been considered throughout the analysis process, and numerous publications and research in support of and in opposition to the channel restoration methodology and approach were reviewed and considered. We also integrated studies, monitoring results, and published research findings to support our analysis. For this project, I find that the best available science was used and that the effects on the quality of human environment are not likely to be highly controversial from a scientific or technical standpoint. These effects are documented in the EA and are typical for the action proposed (see Chapter 3 of the EA, Environmental Consequences).

5. The degree of possible effects on the human environment is not highly uncertain, nor are there unique or unknown risks involved.

The effects analysis in Chapter 3 of the EA discloses the effects related to treatments including ground disturbance associated with sediment storage area enhancement and channel stabilization, and associated activities including temporary road construction, road decommissioning, tree removal staging/refueling/washing areas, and revegetation efforts. These effects are not uncertain, and do not involve unique or unknown risk on the human environment. As stated in the Monitoring and Maintenance section of this decision and in Chapter 2 of the EA, the channel enhancements are designed to remain stable within the bounds of natural variation without maintenance. Nonetheless, restoration of degraded stream systems would require a certain amount of adaptive management, whereby monitoring would be used to direct future improvements.

Selection of the proposed treatments was partially based on the implementation of similar or identical treatments in degraded channels associated with the Trail Creek watershed, which was impacted by the 2002 Hayman Fire along Colorado's Front Range. The assessment of Trail Creek watershed conditions and conceptual restoration plan are documented in "Trail Creek Watershed Assessment & Conceptual Restoration Plan – The WARSS Results of the Hayman Fire" (Rosgen, 2011).

6. The action is not likely to establish a precedent for future actions with significant effects.

This decision responds to a need to reduce channel erosion and sediment transportation within a finite area in order to support Coconino County efforts on nearby private land. The decision to implement this project does not give authority to perform sediment reduction activities outside of the project area boundary and does not supersede later, site-specific analysis for projects in other areas adjacent to this project or elsewhere on the Coconino National Forest. This decision also does not authorize actions on private land.

7. Whether the action is related to other actions with individually insignificant but cumulatively significant impacts.

The cumulative impacts to different resource areas are discussed and disclosed in Chapter 3 of the EA. None of the effects were determined to be cumulatively significant.

8. The action will have no significant adverse effect on districts, sites, highways, structures, or objects listed in or eligible for listing in the National Register of Historic Places.

Historic and prehistoric resources are numerous on the Coconino National Forest and have been found within the project area. An archaeologist will flag sites prior to project implementation and monitor these sites during implementation. Ground disturbing activities will not be allowed within known historic and prehistoric sites sensitive to disturbance in order to protect these resources. The design features and mitigation measures of Alternative B will result in no significant effects to these unique resources (See Chapter 3 of the EA, Heritage).

Consultation with the Arizona State Historic Preservation Office (SHPO) for this project's effects to heritage resources and compliance with Section 106 of the National Historic Preservation Act has been completed. SHPO concurred with the Forest's determination of no adverse effect for cultural resources. The initiation of work in any phase of the project will be contingent upon completion of the identification and protection of historic properties and compliance with applicable provisions of NHPA in accordance with the Region 3 Programmatic Agreement Regarding Historic Properties Protection and Responsibilities, Appendix A.

If new sites are discovered during project activities, they are to be reported to the Forest Archeologist and ground-disturbing work halted. Alternative 2 will have no significant adverse effect on districts, sites, highways, structures, or objects listed on or eligible for listing on the National Register of Historic Places.



Project design and mitigation measures will minimize effects to the cultural resources. The Forest has consulted with SHPO and interested American Indian tribes regarding the effects of project activities on cultural and historical resources, as well as mitigation measures. This consultation fulfills the obligations under the National Historic Preservation Act of 1966 and 36 CFR Part 800.

9. The action is not likely to adversely affect any threatened or endangered species or their habitat that has been determined to be critical habitat under the Endangered Species Act of 1973.

The action will not adversely affect any endangered or threatened species or its habitat that has been determined to be critical under the Endangered Species Act of 1973. Surveys have not located any nest sites for the Mexican spotted owl within the project area; if a new nest site is located, timing restrictions would be enforced (see Design Features). Therefore, a determination of No Effect was given by the Forest Service Biologist and documented in the Biological Evaluation (project record, Flagstaff District office).

10. The action will not violate any Federal, State, or local law or requirement imposed for the protection of the environment.

Alternative 2 is consistent with applicable Federal, State, and local laws for protecting the environment.

Administrative Review or Appeal Opportunity

As only supportive comments were received during the official 30-day comment period, this decision is not subject to appeal pursuant to 36 CFR 215.12. The implementation of this decision, which is to authorize the County to perform the proposed action on the National Forest, may begin immediately.

Contact Person

Additional information regarding this project can be obtained from Erin Phelps, District Project Lead, Flagstaff Ranger District at ephelps@fs.fed.us or (928) 527-8240.



MICHAEL T. ELSON
District Ranger
Flagstaff Ranger District

Date

7-19-12

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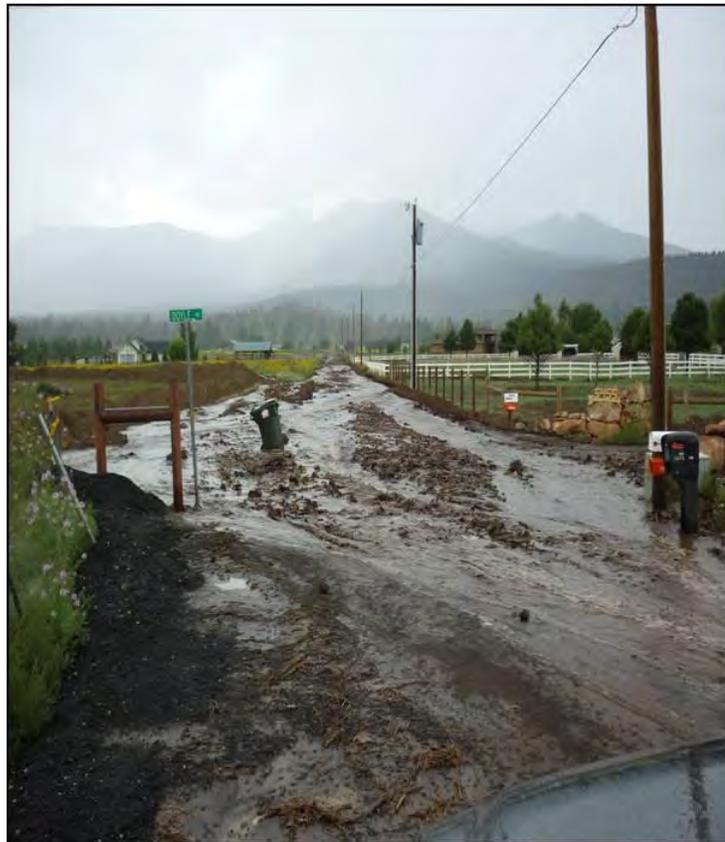
Southwestern
Region

May 2012



Environmental Assessment for the Schultz Sediment Reduction Project

Coconino National Forest



**Floodwaters viewed from the intersection of Brandis and Doyle Roads
(photo courtesy of Coconino County, 2011)**

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Chapter 1 – Purpose and Need

Document Structure

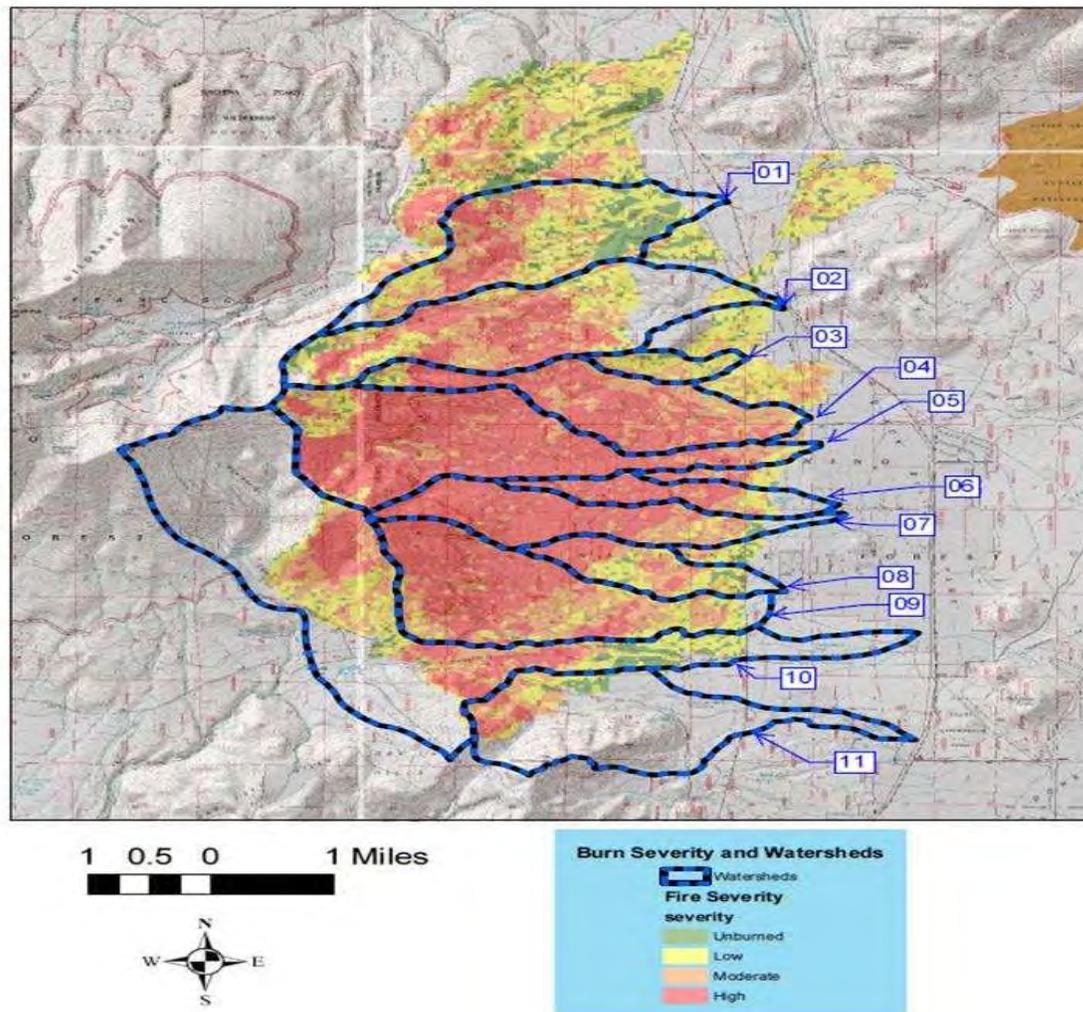
The Forest Service has prepared this Environmental Assessment in compliance with the National Environmental Policy Act (NEPA) and other relevant federal and state laws and regulations. This Environmental Assessment discloses the direct, indirect, and cumulative environmental impacts that would result from the Proposed Action and alternatives. The document is organized into four parts:

- **Introduction:** The section includes information on the history of the project proposal, the purpose of and need for the project, and the agency's proposal for achieving that purpose and need. This section also details how the Forest Service informed the public of the proposal and how the public responded.
- **Comparison of Alternatives, including the Proposed Action:** This section provides a more detailed description of the agency's Proposed Action as well as the No Action Alternative. This discussion also includes possible mitigation measures. Finally, this section provides a summary table of the environmental consequences associated with each alternative.
- **Environmental Consequences:** This section describes the environmental effects of implementing the Proposed Action and other alternatives. This analysis is organized by resource area; within each section, the affected environment is described first, followed by the effects of the No Action Alternative that provides a baseline for evaluation and comparison of the other alternatives that follow.
- **Agencies and Persons Consulted:** This section provides a list of preparers and agencies consulted during the development of the environmental assessment.
- **Appendices:** The appendices provide more detailed information to support the analyses presented in the environmental assessment.

Background

Schultz Fire

In June 2010, the Schultz Fire burned over 15,000 acres on the San Francisco Peaks in the Coconino National Forest just north of Flagstaff, AZ. The fire occurred on steep mountain slopes uphill of an established rural residential area, with roughly 67% of the burn area classified as high to moderate burn severity (Figure 1). Developed private land is located on flatter slopes at the base of the mountains, with the national forest boundary just upslope of the residential neighborhood. Multiple roads, trails, and thousands of acres of wildlife habitat were destroyed, in addition to a loss of watershed and soil function in the high to moderate burn severity areas (USDA Forest Service 2011).

Figure 1: Schultz Fire Burn Severity and BAER Delineated Watersheds (Higginson, 2010)

BAER Work

Recognizing the continued threat to private property from potential flooding from the burn area, a Burned Area Emergency Response (BAER) Team was in place prior to total fire containment to identify threats and implement mitigation measures before the impending monsoon season. The BAER assessment officially started June 30, 2010 (10 days after the fire started) and treatments were mostly completed by July 20, 2010, which was the date of the first major flood event (USDA Forest Service, 2011). Initial work completed at that point included the aerial application of straw mulch on 2,600 acres of high burn severity areas, removal of culverts along Forest Road (FR) 420, and rip-rap application at eight drainage crossings of FR146 (waterline road). Treatments were designed for a 10 year storm event, which was identified as the largest event for which success would be likely.

A second BAER assessment conducted in late July 2010 evaluated the impacts of the July 20th flood event. Additional treatments were recommended and implemented in August 2010, including 900 acres of aerial mulch application at a rate of 1.5 tons/acres (approximately 700 acres of which were re-treatment where original mulch had been displaced), aerial seeding of

5,600 acres with a blend of native grasses and non-persistent annuals, removal of log-debris jams in two drainages, and construction of waterbars and drains on approximately 23 miles of Forest Service roads. Another round of treatments including aerial seeding of 1,146 acres and aerial mulch application on 1,007 acres in high burn severity areas was completed in November 2010. A final round of BAER treatments was completed in the spring of 2011, including aerial application of wood mulch at a rate of 6 tons/acre on 331 acres.

Post-Fire Flooding

The combination of high to moderate burn severity, steep slopes, and high intensity rainfall occurring within weeks of the fire produced a series of floods that resulted in substantial erosion of hillslopes and stream channels. In particular, a 1.78-inch storm event on July 20, 2010 was estimated as a 17 year rain event, with the storm flow estimated at the 85+ year event level (USDA Forest Service, 2011). These events also led to the reactivation of an existing alluvial fan underlying both National Forest and private land. In other words, though some level of runoff had occurred historically, the upper parts of the watershed began contributing much more surface flow and sediment to the lower fan surfaces than in pre-fire conditions. Subsequent flooding of the neighborhoods was exacerbated by the deposition of eroded sediment, derived from the burn area, in stream channels directly above or within the neighborhoods, causing shifting and/or overtopping of drainage channels.

During storm events, flow through active channels may frequently shift to new locations in response to aggradation in a process called channel avulsion (Field, 2001). This seemingly random process may actually be influenced by the location of pre-existing channels that drain the fan surface (Field, 2001). Channel avulsion occurring on reactivated alluvial fans immediately above residential subdivisions has likely led to the shift in the locations of flooded areas between and during storm events. On the Forest, the high flows created many continuous areas of incised channels with highly erodible streambanks. In addition, portions of alluvial fans were incised to a point that they were no longer functioning as sediment storage areas.

Current Conditions

An analysis of sediment yield conducted by Natural Channel Design (NCD) (under contract with Coconino County) focused on not only quantifying the amount of sediment, but also identifying specific sediment sources within the Schultz burn area. This analysis estimated that the sediment supply is largely from eroding streambanks (~86%), while hillslope and roadway erosion have been greatly reduced due to revegetation treatments and other efforts (NCD, 2012). The sediment yield analysis also indicated that a significant quantity of sediment can be expected to continue impacting the developed area until channels stabilize. Published studies indicate that hillslope erosion will continue to decline as vegetation recovers; however erosion of stream channels may persist for decades as over-steepened channel banks continue to slough off and contribute sediment to downstream areas.

In 2012, the Natural Resources Conservation Service (NRCS) awarded Coconino County (County) a grant to construct flood mitigation measures on private land; however, the County determined that efforts on private land would have to be supported by concurrent work on the National Forest in order to be successful due to the volume of sediment being transported through the area. In February, 2012, the County approached the Coconino National Forest with a proposal to implement sediment reduction activities on the Forest.

Purpose and Need for Action

The primary purpose of this project is to reduce the amount of sediment transported by floodwaters produced from the burn area on the Coconino National Forest in order to support efforts by Coconino County (County) to channel runoff water through private land. There is a need to reduce streambank erosion and ease the burden of sediment-related damage and maintenance currently experienced by the Forest and downstream private landowners. Without reducing this sediment influx, attempts to safely convey floodwaters through residential neighborhoods would be hampered.

Proposed Action

To meet the purpose and need, the Forest Service proposes to reduce sediment produced on the Forest primarily through two practices: 1) the enhancement of sediment storage areas and, 2) the stabilization of eroding streambanks which are currently the main source of sediment. Streambank stabilization and grade control structures would be constructed from logs and rock available on site to reduce sediment loss, protect heritage sites, and decrease water energy.

Decision Framework

Given the purpose and need, the deciding official will review the No Action and Proposed Action alternatives and their associated effects in order to decide whether to authorize Coconino County to perform the proposed work on the Coconino National Forest.

Public Involvement

The proposal was listed in the Schedule of Proposed Actions starting April 1, 2012. The proposal was sent to the public, 17 local tribes, and other agencies for comment during scoping March 15 through March 30, 2012 (mailing list available in Project Record). The Proposed Action and associated maps were posted on the Coconino National Forest planning website on March 14, and a news release was emailed to local media contacts, partners and others on March 21. In addition, as part of the public involvement process, the agency hosted a public scoping meeting on March 27 to disseminate information and gather input about the actions proposed on the National Forest, and attended 11 public meetings hosted by Coconino County to field questions related to the Proposed Action. The Forest Service also met with the Hopi Tribe to first discuss the potential for the project on December 9, 2011, and most recently on April 25, 2012 to discuss the Proposed Action.

The majority of the comments received were in favor of the Proposed Action; one comment voiced concerns about the relative costs and benefits of machinery use for sediment reduction actions, and the potential inability of native plants to recolonize disturbed sites. One commentator suggested using a local saprophytic mushroom organism to encourage decomposition and to control sedimentation and improve aspen regeneration. The Forest Botanist evaluated the suggestion in detail in the Botany Specialist Report (located in the project record).

Using the comments from the public, other agencies, and local tribes, (see *Issues* section), the interdisciplinary team developed a list of issues to address.

Issues

The Forest Service separated the issues into two groups: significant and non-significant issues. Significant issues were defined as those directly or indirectly caused by implementing the Proposed Action. Non-significant issues were identified as those: 1) outside the scope of the Proposed Action; 2) already decided by law, regulation, Forest Plan, or other higher level decision; 3) irrelevant to the decision to be made; or 4) conjectural and not supported by scientific or factual evidence. The Council for Environmental Quality (CEQ) NEPA regulations require this delineation in Sec. 1501.7, "...identify and eliminate from detailed study the issues which are not significant or which have been covered by prior environmental review (Sec. 1506.3)..." A list of non-significant issues and reasons regarding their categorization as non-significant may be found in the project record.

This section identifies the issues that serve to highlight effects or unintended consequences that may occur from the Proposed Action and alternatives, giving opportunities during analysis to reduce adverse effects and compare trade-offs for the decision-maker and public to understand. Based on the scope of the project, the following issues were identified for further analysis:

Soil/Watershed: The Proposed Action includes the use of mechanized equipment to implement sediment reduction activities. The Soil/Watershed section of Chapter 3 discusses the effects of using such equipment on erosion and sediment contribution in the short and long term. In addition, the Soil/Watershed section discusses the rationale behind not including sediment reduction activities within the "Government Tank drainage," and discloses the basis for the proposed treatment methodology and the inherently indefinite nature of erosion modeling.

Botany: The Proposed Action includes reseeded of native plants to reestablish bank stability and reduce erosion. The Botany section of Chapter 3 discusses the type of native plants that would be used, and the anticipated effectiveness of using such plants in the role proposed.

Wildlife: Loss of habitat components such as snags, vegetative cover, and live trees is associated with both alternatives. The Wildlife section in Chapter 3 details anticipated effects to Threatened, Endangered, and Forest Service Sensitive Species, as well as effects to management indicator species and migratory bird priority species.

Heritage: A design feature associated with the Proposed Action calls for avoidance of heritage sites in proposed activities in order to prevent impacts to historic resources. The Heritage section of Chapter 3 discusses the methodology that would be used to accomplish this avoidance; Appendix A lists the possible avoidance features that could be used.

Silviculture: Sediment storage enhancement activities would include the removal of trees to create openings potentially up to 4 acres in size. Additionally, trees would be cut along channels in order to implement stabilization activities. The Silviculture section of Chapter 3 addresses the effects of tree removal in the area of potential disturbance.

Chapter 2 - Alternatives

This chapter describes the alternatives considered for the Schultz Sediment Reduction project. It includes a description and map of the Proposed Action, and also presents the alternatives in comparative form related to the issues identified during the scoping process, sharply defining the differences between each alternative and providing a clear basis for choice by the decision maker and the public.

Alternatives

Alternative 1

No Action

Under the No Action alternative, current management plans would continue to guide management of the project area. No actions to reduce sediment produced in floodwaters off the Schultz burn area would be implemented. In addition, no roads closed under the Travel Management Rule (TMR) would be proposed for obliteration or decommission.

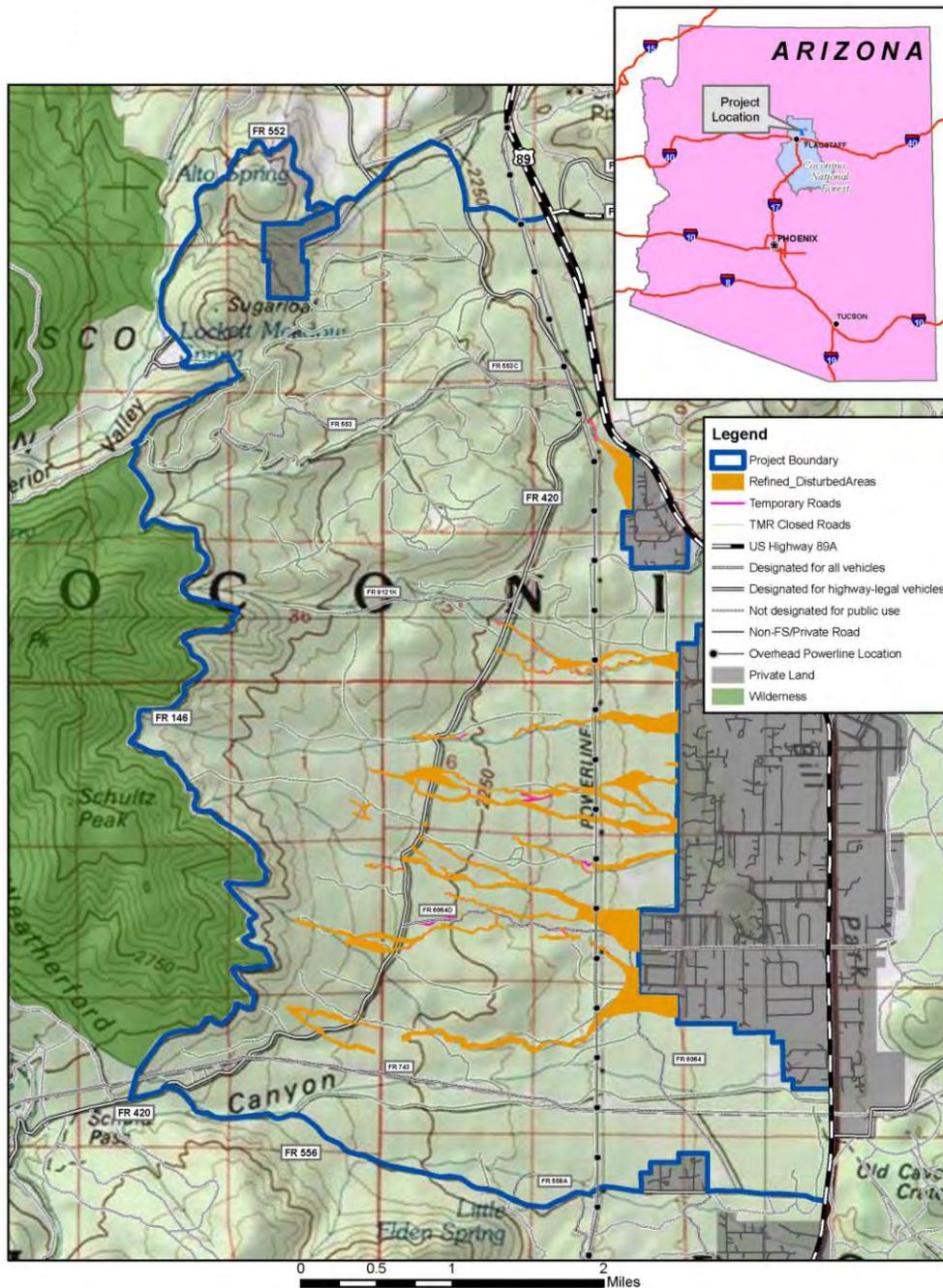
Alternative 2

The Proposed Action

Location

The proposed channel restoration projects correspond to the eight watersheds upslope of the residential area. Treatments would be primarily confined to the land east of Forest Road 420 and west of the National Forest/private land boundary (Figure 2). No treatments would occur in designated wilderness areas as a part of this project; actions on private land would be authorized by the landowner in consultation with the County and will not be directly analyzed as part of this proposal. Total estimated treatment acreage on the National Forest is approximately 462 acres (about 3% of the Schultz Fire area), which includes all the proposed activities related to sediment storage area enhancement and channel stabilization described below. The areas proposed for treatment were limited to areas below FR420 or those areas determined to be feasible on moderate slopes upslope of the road. Opportunities for channel work in the Lenox watershed below the road are limited by bedrock sections of channel to a relatively short reach just upstream of the neighborhood.

Figure 2: Project vicinity map and Proposed Action treatment locations



Overview

Within the approximately 462 acres of proposed disturbance, sediment reduction would be achieved through the reshaping of approximately 21 miles total of existing intermittent stream channels. The reduction in sediment would be accomplished by improving stream bank and bed stability in eroding channels and enhancing the deposition and retention of sediment in aggrading

channels (channels where sediment is being deposited naturally) or in portions of drainage areas suitable for sediment storage. More information about each proposed treatment is provided below.

The streambank stabilization and grade control structures would be constructed from logs and rock available on site to reduce sediment loss, protect heritage sites, and dissipate water energy. Proposed channel work and enhancement of sediment storage areas would also necessitate the removal of vegetation, with the emphasis being on removing dead trees over live trees. The cut trees would be used to create energy dissipation structures and/or be chipped to serve as mulch for disturbed areas. Additionally, appropriately sized rocks would be sorted from excavated materials and utilized for construction. Associated activities which would support implementation of these practices include creation/decommissioning of temporary access roads, improvement of existing open roads within the project area, creation/decommissioning of equipment staging areas, revegetation of disturbed areas and prevention of invasive weed populations. All areas of disturbance would be revegetated with a native seed mix.

While full watershed recovery is expected to take many years, the channel work proposed in this project could potentially speed recovery of streambanks and limit the amount of sediment produced.

Sediment Storage Area Enhancement

Storage of sediment would be enhanced in approximately 5.2 miles of stream channels in areas where sediment is currently being naturally stored or in areas that formerly stored sediment but are no longer doing so as a result of channel degradation. This enhancement would be accomplished through channel widening, placement of fill to promote the spreading of water in former depositional areas, creation of cross-channel depressions for sediment storage and fill borrow material, and installation of grade control structures utilizing on-site materials such as logs, to promote spreading of water and prevent entrenchment in depositional areas (Figure 3). Figure 4 is an example of a functioning sediment storage area occurring within the Schultz burn area; the goal of sediment storage area enhancement is to restore other areas to a similar state. Removal of trees from storage areas would create larger patches of openings; however these sites are generally less than 4 acres each.

Material to fill the incised areas would be borrowed from the channel upstream and downstream of the fill site to minimize haul distance and limit the disturbance area. The borrow area would extend entirely across the channel cross-section, forming a deep depression (10-15 ft) with shallow slopes on both sides. The slopes are protected with logs and boulders to prevent headcutting. The borrow pit would be left open to catch sediment moving downstream, providing additional storage.

Figure 3. Typical cross-section for incised to aggrading (depositing) channel conversion

Green represents proposed cross section of wide, multithread channel. Red indicates current condition, incised channel.

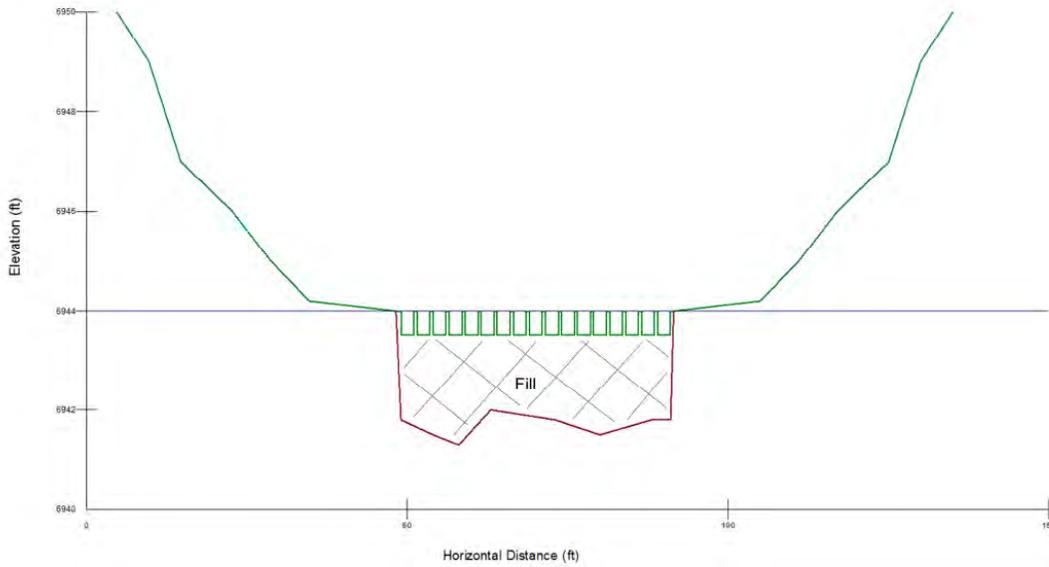


Figure 4: Example of a functioning sediment storage area in a channel within the Shultz Fire Area (photo courtesy of Natural Channel Design)



Channel Stabilization

The goal of stream bank and bed stabilization would be to modify incised channels to a more stable shape and profile that would otherwise potentially take decades to reach (see Figure 5 for an example of an existing stable channel). Stream bank and bed stabilization would occur on approximately 15.4 miles of stream channels and would include 1) reshaping of channels to reduce their erodibility, and 2) installation of grade control structures and in-channel features to dissipate stream energy and direct shear stress away from stream banks (see Appendix A). Channel reshaping would include laying back channel banks to alleviate over steepened banks (Figure 6) adding roughness components such as toe rocks, rock and roll log structures, root wads, and rock step-pool structures to channel banks and beds to dissipate and re-direct stream energy, and minor placement of fill to create benches for dissipating energy and attenuating flow. Live trees would not be targeted for removal unless they are overhanging a streambank proposed for treatment.

Channel stabilization structures would be employed as part of the change to dimension, pattern and profile. Grade control and streambank erosion practices would be utilized whenever required during the reshaping of channels and to protect archaeological sites located near channels as needed. Channel stabilization structures proposed for inclusion are: toe rocks, root wads, j-hook structures, log vanes, rock vanes, rock cross-vanes, rock and roll/log and roll structures, and rock step-pool structures. A detailed description of these structures is provided in Appendix A.

Figure 5. Existing stable single thread channel



Figure 6. Typical incised channel to stable channel conversion

Shaded areas show cut and fill areas for a typical conversion of unstable, incised channel to stable channel with small flood plain at bankfull stage.



Access Roads

The project area contains approximately 60 miles of roads closed to motorized travel through the Travel Management Rule (TMR) decision (September 2011). All roads designated as closed that are utilized by the contractor would be obliterated by the contractor upon completion of the project (approximately 5.3 miles), with the exception of the APS Powerline Road which would be maintained by APS for access to the powerline as a permitted use. Approximately 52 miles of the remaining existing Forest Service roads designated for closure within the project area would be decommissioned at a later date by the Flagstaff Ranger District, which may include total obliteration of the entire road bed, partial obliteration, or gating.

About 1.3 miles of new temporary roads would be constructed to allow equipment access to the channel when existing roads do not cross the channel within a reasonable distance from major work areas. These temporary roads would be 8 to 12 feet wide, depending on the size and type of equipment requiring access to the site. Equipment would generally travel in the channel or along the bank immediately adjacent to the channel. No wheeled, overland travel outside of designated roadways or access points would be allowed. All temporary roads constructed would be decommissioned upon completion of the project.

Obliteration would consist of any or all of the following:

- Rolling any significant windrows back into the road bed along its entire length.
- Scarifying the road bed to a depth of 4"-5" along its entirety. This would be accomplished 45 degrees or more to the existing fall line or slope.

- Installing/maintaining adequate drainage structures (i.e., water bars, cross ripping, outsloping).
- Scattering slash randomly along the road, heavily along the ripped portion.
- Re-contouring where applicable (cross-sloped).
- Seeding with native seed species the entire length.

Staging/Refueling/Washing Areas

Staging areas would be utilized for portable toilets, refueling, daily maintenance, washing of equipment, parking, storage of materials and log decks. Multiple areas for each watershed have been identified. These areas are approximately 100 X 100 feet and are generally located adjacent to the main access roads or near areas of extensive earthwork, away from existing noxious weed populations. The exact dimensions of the staging areas would be determined by the contractor based on site access needs, number of vehicles being washed at any one time, etc. After project completion, areas would be reclaimed with ripping, seeding and brushing prior to demobilization.

Construction Equipment

The following equipment is expected to be utilized during construction:

- Backhoe/Trackhoe/Excavator with thumb: Channel filling, bank sloping, and rock installation
- Backhoe/Front End Loader: Moving structure rock and various fill
- Dozer: Land smoothing and moving fill
- Dump/Rock Truck: Miscellaneous hauling
- Excavator and feller-buncher: Cutting and removing trees, and grubbing stumps

All equipment would be cleaned and inspected before entering the forest to minimize the chance of spills and introduction of weed material.

Revegetation

All areas of disturbance would be revegetated with native seed mix including species such as prairie june grass, bottlebrush squirreltail, Arizona fescue, pine dropseed, blue grama, mountain muhly, and little bluestem. Disturbance areas to be seeded include channel banks and aggrading channel earthwork areas as well as obliterated roadways and staging areas. Seeded areas would be mulched with locally available chipped mulch from previous mulching and chipping activities in the burn area or from chipping of plant materials removed for earthwork. If necessary, seedling trees would be planted in higher flood plains or around the margins of aggrading channels.

Design Features and Mitigation Measures

The following are design features or mitigation measures developed to avoid or lessen the potential effects to resource areas by actions associated with the Proposed Action.

Silviculture

Prior to removing trees or vegetation the contractor would be required to notify and coordinate with USFS personnel. All efforts would be made to preserve standing, live trees not directly in the way of channel improvements. Seedlings planted in the project area during 2011/2012 rehabilitation efforts would be avoided when possible. Brush and slash would be stockpiled for obliterating access roads and staging areas.

Botany

Temporary road routes would be surveyed for Rusby milkvetch (*Astragalus rusbyi*) prior to construction or reconstruction; if detected, populations would be avoided where possible.

Weed Management

The objective of weed management would be to prevent the introduction of nonnative weed species into the fire area and minimize transfer of weed seed between watersheds. To this end, the primary defense would be the cleaning of all equipment before it enters the National Forest. Coconino County would ensure that all personnel and contractors are responsible for cleaning any and all equipment brought on site to mitigate introduction of noxious weeds into the area. Additionally, impacts to existing vegetation and habitats that are designated for protection would be minimized through marking of these areas and avoidance. Areas that have high densities of non-native, invasive weeds would not be used for staging areas. Additionally, disturbed sites would be monitored for at least three years after completion of the project to assess the need for weed treatment. Infestations would be treated as soon as they are detected.

Soil/Watershed

To minimize the construction-related impacts to soils and water resources, all proposed work would be accomplished under an Arizona Pollutant Discharge Elimination System (AZPDES) permit with preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP) and using Forest Service best management practices (BMPs). The SWPPP is administered by the Arizona Department of Environmental Quality. SWPPP-related best management practices for reducing erosion and preventing sediment transport from construction activities would include re-seeding of all disturbed areas and installation of such measures as silt fences and straw wattles to minimize sediment movement. Construction activities would be timed to avoid disturbance during periods most likely to experience flow generating storm events. The exact SWPPP-related erosion control measures would be developed during final project design with SWPPP implementation by the construction contractor. Forest Service BMPs that would be implemented are derived from Forest Service Handbook (FSH) 2509.22 – Soil and Water Conservation Practices Handbook. Implementation would occur through incorporation in the SWPPP (see Appendix B for more information).

Public Safety

Given the potential for intense periods of activity by construction crews, a closure order of the project area would be implemented during the construction phase, including FR 420 north of FR 556 and south of the junction of FR553. Major access points from the surrounding private lands would be marked and public notice would be made of the forest closure period. Protection devices would be provided including barricades, fencing, warning signs, and other devices necessary to ensure that the general public is notified of construction activities within a watershed. Construction activities would be required to be conducted in a manner consistent with all safety regulations and required permits.

Trails

The only major trail through the project area is Deer Hill Trail, which crosses each of the drainages. This trail would be closed during the construction period.

Range

Grazing: Grazing within the project area would be deferred for the next two to three years to allow watershed recovery to progress. Before grazing resumes, fences impacted by construction activities would be repaired or replaced. Where fences cross active channels, a crossing design that minimizes maintenance without hindering channel processes would be utilized.

Long-term Vegetation Monitoring Plots: There are two Historic Range Vegetation Plots as well as a set of Northern Arizona University-USFS Native Plant Material Program Plots located along FR420C. It is not anticipated that these plots would be disturbed as part of the planned work; however the plots would be clearly staked prior to any ground disturbance to insure that they are avoided.

Heritage Sites

Pre-fire mapping of archaeological sites within the project area indicate that a number of sites are near enough to proposed disturbance areas to raise concern about disturbance of cultural resources. Many of these sites are within known floodways and may have already been disturbed by flood events. Others may be impacted by erosion as channel banks continue to erode. In these cases, bank protection and channel conversion that slows erosion rates would help protect these sites. In other cases, sites may be directly in the area proposed for treatment activities. These sites would be analyzed on a site by site basis prior to work occurring in those areas to determine if protection or avoidance is the best alternative for each site. If protection is required, appropriate bank protection methods including those listed in Appendix A would be utilized.

If unexpected discoveries are encountered during implementation, project activities would stop and appropriate personnel would be consulted. Given the possibility of inadvertent discoveries of buried archaeological deposits within the project area, archaeological monitoring would be performed during the operation of ground moving machinery. Mitigation of inadvertent discoveries shall be performed in consultation with the Arizona SHPO and/or affiliated tribes. Monitoring would be performed by a qualified archaeologist.

Wildlife

- Surveys for Mexican spotted owl (MSO) occupancy would be conducted prior to implementation of construction activities within 1/4 mile of MSO habitat (375 acres). If occupancy is discovered, timing restrictions on construction activities within that 1/4 mile buffer would apply.
- Surveys for northern goshawk occupancy would also be conducted prior to implementation of construction activities within post-fledgling areas (PFA) within the analysis area (4,200 acres); if new nesting sites are located, timing restrictions on construction activities within PFAs would be required.
- Large snags identified as leave trees by Forest Service biologists would be avoided.

Monitoring and Maintenance

The channel enhancements are designed to remain stable within the bounds of natural variation without maintenance. Nonetheless, restoration of degraded stream systems would require a certain amount of adaptive management, whereby monitoring would be used to direct future improvements. Although the proposed treatments are expected to be self-maintaining, monitoring on at least an annual basis—especially after larger storm events—would be conducted by the contractor and/or Coconino County to document treatment success and identify the need for additional measures and maintenance. For example, modified channels may

experience localized downcutting and/or streambank erosion owing to low frequency, high intensity precipitation events and/or hydraulic stresses in excess of threshold values needed to mobilize channel bounding sediments. Monitoring would identify those areas requiring additional treatment.

Monitoring would entail photography and measurement of detailed cross sections at permanently monumented sites. Cross-sections would be compared to previous years to estimate aggradation or degradation at the site. If the monitoring indicated that significant channel degradation was occurring, maintenance in the form of additional grade stabilization may be required. Monitoring would be accomplished by foot travel and closed roads would be reopened if access was required for maintenance; any additional ground disturbing work performed for maintenance of the project would follow the BMPs and other design features outlined for the original treatment.

Alternatives Considered but Eliminated from Further Analysis

Based on public comments, the ID Team and Natural Channel Design discussed Alternative 3: *Proposed Action including Government Tank Drainage*, discussed below. However this alternative was determined to not meet the purpose and need of the project and therefore was eliminated from further analysis in the EA.

Alternative 3: Proposed Action including Government Tank Drainage

According to Coconino County and Natural Channel Design, while some flooding did occur within the Government Tank drainage, it was not as severe as in the neighborhoods to the north. Initial observations by Natural Channel Design and Coconino County were that channel integrity and sediment issues were not as great as in other watersheds, and the damage to private property was not as extensive. Initial concepts by Natural Channel Design and the County explored the possibility of diverting water from northern drainages into Government Tank drainage as a flood relief effort. These ideas were not pursued for two reasons: 1) Channels leading from northern drainages would necessarily have a very low slope and so are not conducive to carrying the expected sediment load, thus creating maintenance and flooding issues; 2) the County is following a 'do no harm' policy and not putting flows in places that have not experienced flooding or endangering property that was not previously endangered by flooding.

As the County is not proposing flood mitigation measures on the private land downslope of Government Tank, treatments in that drainage area would be unsupported on the private land. Since the purpose and need for this project is to reduce sediment delivery from the Forest to support County efforts on private land, Alternative 3 was determined to not meet that purpose and need.

Comparison of Alternatives

This section provides a summary of the issues defined by the scoping process and evaluates the measures for each alternative.

Table 1. Summary of Environmental Consequences by Alternative

Issues to Compare	Alternative 1- No Action	Alternative 2 – Proposed Action
Soils/Watershed	<p>High erosion from unstable channels would continue, with total sediment delivery from continued channel erosion estimated at 16,087 tons/year, until the channel banks stabilize naturally, which could take 10 or more years.</p> <p>No road obliteration would occur; TMR closed roads would still exist on the landscape.</p>	<p>Downstream sediment delivery would be reduced to an estimated 433 tons/year; the estimated storage potential for the lifetime of the sediment storage areas would be approximately 110,000 tons, based on conservative estimates.</p> <p>Short-term impacts from construction activities, including soil compaction and altered nutrient cycling, would occur until vegetation is reestablished (estimating two year recovery period following seeding).</p> <p>Approximately 57 miles of road would be decommissioned; since decommissioning restores the road to a more natural state allowing the recovery of vegetation, erosion may be reduced by 99% over roads experiencing high traffic (Elliot, et.al., 2009).</p>
TES Plants	<p>No direct impacts to potential populations of Rusby milkvetch would occur; however potential habitat would not improve in the near future due to continued channel degradation.</p>	<p>No known populations of Rusby milkvetch occur within the project area; construction activities could destroy unknown individuals or groups. Soil stabilization activities and the incremental movement toward recovery of the area would provide some improvement of the potential habitat for Rusby milkvetch.</p>
Noxious/Invasive Weeds	<p>The threat of weed introduction via construction disturbance would not occur. Disturbance associated with continued flooding events and channel movement could continue to provide avenues for noxious/invasive weed</p>	<p>Soil disturbance from proposed activities could increase the risk of noxious weed spread in the project area. Mitigations would help mitigate these risks (see the Noxious/Invasive Weed section of the Design Features). Disturbed</p>

Issues to Compare	Alternative 1- No Action	Alternative 2 – Proposed Action
	establishment.	sites would be monitored after implementation and new or increasing infestations would be treated.
Revegetation	Benefits from seeding and mulching the treatment areas would not occur; thus reestablishment of native plant communities within the treatment area would be at a slower rate than under Alternative 2.	<p>Seeding the sites with native species would have no effect on the species composition of the area since this mix is based on the soil type and potential natural vegetation. Through application of the seed mix identified in the Design Features section and the accompanying mulching, there would be a small but incremental movement toward restoring the native plant community which could potentially exist on the site.</p> <p>Most of the areas where equipment would be used in this project remain severely denuded and mostly void of vegetation due to flooding. Therefore, these areas are already at risk for erosion. Seeding and mulching would help reduce bare soil and therefore erosion.</p>

Issues to Compare	Alternative 1- No Action	Alternative 2 – Proposed Action
Wildlife	<p>No direct effects, but general habitat components such as snags, live trees, and vegetative ground cover would decrease over time due to continued channel entrenchment and bank failure, resulting in indirect impacts.</p> <p>Sediment would continue to build in areas and reduce the ability of vegetation to reestablish, resulting in an indirect adverse effect.</p>	<p>No effects to Threatened or Endangered species.</p> <p>There may be potential short-term disturbance to some sensitive species (i.e. loss of snags and understory vegetation, contact with machinery and tools) with long-term benefits. Design features (Chapter 2) would minimize impacts to wildlife.</p>
Heritage	<p>No direct effects; however some archaeological sites could be damaged through the continuing processes of bank erosion, thus potentially removing archaeological deposits and resulting in the loss of irreplaceable data.</p>	<p>No adverse effects as archeological sites would be avoided or protected as determined by site-specific evaluations by Forest archaeologists and design engineers. A possible indirect effect is the inadvertent discovery of buried archaeological deposits within the project area that have not been identified through previous archaeological surveys.</p> <p>Archaeological monitoring is a standard mitigation for this possible indirect effect.</p>

Chapter 3 - Environmental Consequences

This chapter provides information concerning the affected environment of the Schultz Sediment Reduction Project area, and presents the scientific and analytical basis for comparison between the No Action Alternative and the Proposed Action, including direct, indirect, and cumulative effects. Direct effects are caused by the alternative under consideration and occur on site and affect only the area where they occur. Indirect effects are caused by the alternative and are later in time or farther removed in distance, but are still reasonably foreseeable. Cumulative effects include the impacts on the environment which result from the incremental impact of the alternative when added to other past, present, and reasonably foreseeable future actions regardless of what agency (Federal or non-Federal) or person undertakes such other action (40 CFR § 1508.7). The means by which potential adverse effects would be reduced or mitigated are described in the Design Features and Mitigation Measures listed in Chapter 2.

Effects are quantified where possible, and qualitative discussions are also included. This summary of the effects analysis is organized to first focus on those resources directly related to the purpose and need, and the issues defined by scoping and analysis. Brief summaries of additional analyses follow. The Project Record for the Schultz Sediment Reduction Project includes all project-specific information, including resource specialist reports, watershed analyses, and other results of field investigations (accessible at the Flagstaff Ranger District). More detailed information on the methodologies used for analysis, existing conditions and anticipated effects can be found in the resource specialist reports located in the Project Record.

Soils and Watershed

Since environmental consequences to soils and watershed resources are somewhat inextricably linked, they are discussed together rather than in separate sections. The analysis of cumulative effects to soils and watershed resources was done at the 6th-level Hydrologic Unit Code (HUC) watershed scale as environmental consequences from the alternatives may combine with those from other activities occurring within the watershed to produce cumulative impacts at the watershed scale. In particular, cumulative effects to soils and water resources within the Doney Park watershed were evaluated as all proposed activities would occur within this watershed, though the project area does include portions of two other watersheds (1.6% in Bear Jaw Canyon watershed and 11.1% in Middle Deadman Wash watershed).

Existing Conditions

Geologic/Geomorphologic Setting

Prior to the Schultz Fire, drainages originated as swales on the steep mountain slopes (slopes varying from 60% to greater than 100%) in the upper portions of the Doney Park watershed at the western boundary of the analysis area. These swales transitioned to more clearly defined channels within alluvial fan deposits located on the lower slopes. Owing to dense forest canopies, a thick duff/ litter cover, and well-developed O horizons in the soils (which help maintain soil aggregate stability and infiltration), surface flow events under pre-fire conditions were rare (Koestner et.al 2011).

As discussed in the background section of Chapter 1, the loss of vegetation and ground cover combined with monsoon-related storm events led to a reactivation of alluvial fans found within

the analysis area. These fan-shaped depositional features generally occur at the mouths of mountain drainage systems where there is a decrease in slope, which induces deposition. The characteristic fan form is maintained over thousands to tens of thousands of years by channel migration and aggradation (sediment deposition) over the fan surface (Field, 2001). Fans frequently coalesce along mountain fronts to form a broad depositional surface called a bajada or piedmont surface, which transitions to the valley floors. Active areas of the fan surface (i.e., those receiving surface flow and sediment from the contributing mountain drainages) experience both deposition and erosion in response to fluvial processes acting over periods of months to years. During storm events, flow through active channels may frequently shift to new locations in response to aggradation in a process called channel avulsion (Field, 2001). This seemingly random process may actually be influenced by the location of pre-existing channels that drain the fan surface (Field, 2001). Channel avulsion occurring on reactivated alluvial fans immediately above residential subdivisions has likely led to the shift in the locations of flooded areas between and during storm events.

Pre-Fire Watershed Conditions

The analysis area is located within three 6th-level HUC watersheds; the majority of the analysis area (88%) is within the Doney Park watershed. The analysis area is also included in Bear Jaw Canyon watershed (1.6% of analysis area), and Middle Deadman Wash watershed (11.1% of the analysis area). Doney Park and Middle Deadman Wash watersheds, which encompass the majority of the analysis area (99.1%), were classified prior to the 2010 Schultz Fire as “impaired function” and “functioning at risk,” respectively, during a 2010 Forest-wide watershed condition assessment. The condition ratings of these two watersheds were largely influenced by the fire regime indicator rated as “fair” for both watersheds. This rating indicates a “moderate likelihood of losing defining ecosystem components because of the presence or absence of fire” (USDA Forest Service, 2011). If these watersheds were assessed today, it is likely that at least the Doney Park watershed would be rated as “impaired function” as a result of the fire-related impacts to forest soils, forest cover condition, and water quantity condition.

The low rating for these watersheds (less than “functioning properly”) was also attributable to the existing road density within these watersheds. Open road density is the ratio of the linear feet of Forest Service roads within a watershed, to the watershed’s area expressed in units of miles/square mile. Open road densities of less than 1 mile/square mile, 1 to 2.4 miles/square mile, and greater than 2.4 miles/square mile equate to good, fair, and poor ratings for this attribute, respectively. The open road densities for the Doney Park and Middle Deadman Wash watersheds are 5.36 miles/square mile and 3.71 miles/square mile, respectively.

Post-Fire Watershed Conditions

Various hydrologic processes are altered by wildfire, including interception, evapotranspiration, and infiltration. Alterations to these processes affect the way water moves through and is stored within forest ecosystems. Interception refers to the capture of precipitation by vegetation and surface litter (collectively referred to as vegetative cover). Interception protects the soil by dissipating the energy of rainfall, which reduces soil detachment and compaction. The displacement and subsequent deposition of fine soil particles by raindrop impact can reduce infiltration and lead to accelerated erosion. Interception can also modify the local water balance by capturing precipitation and releasing it back to the atmosphere through sublimation and/or

evaporation. Increased post-fire water yields are generally attributed to this reduction in interception losses combined with a decrease in plant transpiration.

The extent to which hydrologic processes are altered by wildfire is largely a function of burn severity (Moody, et.al., 2008). Burn severity refers to the effects of a fire on ground surface and soils characteristics, including char depth, organic matter loss, altered color and structure, and reduced infiltration (Parsons, et.al., 2010). High burn severity indicates, in part, that “All or nearly all of the pre-fire ground cover and surface organic matter (litter, duff, and fine roots) is generally consumed” and that “Bare soil or ash is exposed and susceptible to erosion, and aggregate structure may be less stable” (Parsons, et.al., 2010). In addition, soils heated by fire can develop fire-induced water repellency referred to as soil hydrophobicity. (Neary, et.al., 2008). Burn severity is one important factor leading to soil hydrophobicity. Soil hydrophobicity was tested throughout the burned area during the Schultz BAER assessment, and found to be present to some degree on 33% of the burned area (5,137 acres) (Higginson, 2010). Table 2 summarizes the extent of the area within the Schultz fire perimeter by burn severity class whereas Figure 1 spatially displays burn severity classes.

Table 2: Summary of Burn Severity for the Schultz Fire (Higginson, 2010)

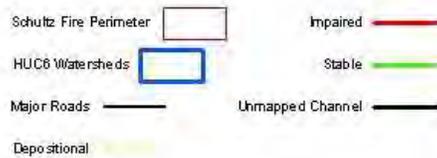
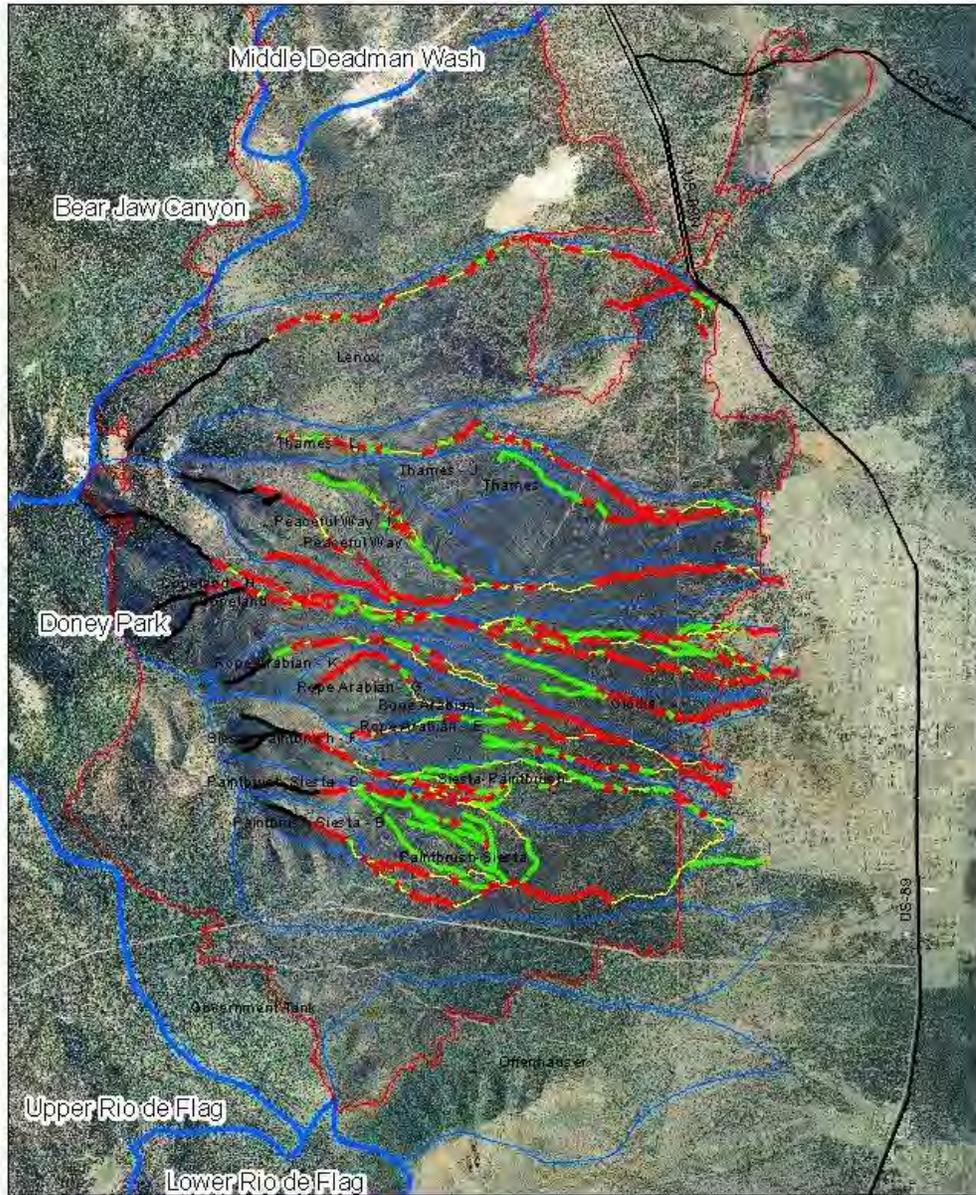
Severity Class	Acres	Relative % Burned
Low	3825	25%
Moderate	4128	27%
High	5876	40%
Unburned	1222	8%
Total	15,051	100%

Alluvial channels are dynamic features of the landscape which respond to changing environmental conditions through adjustments in their morphology, planform, profile, sediment load, and/or hydraulic properties (Simon, 1992). When the quantity of water and/or sediment (including its size) conveyed through a channel is relatively constant, the channel is said to be in a state of dynamic or quasi-equilibrium. Channel adjustments to catastrophic disturbances are frequently rapid and dramatic leading to a transitional state of disequilibrium as the channel shifts towards a new equilibrium condition (Simon, 1992). Channels that become incised are capable of conveying larger peak flows, but because the channels may no longer be able to access their floodplains, they are unable to dissipate flood energy, thus potentially extending the period of instability. This transitional period may last decades during which time significant erosion of channel banks can occur.

Prior to the Schultz Fire, drainage channels within the analysis area were generally unincised. Though not absent, flow events were rare and generally associated with winter snowmelt and high intensity, short duration convective storms occurring during the summer months. In the post-fire environment, drainage channel incision, particularly in the upper reaches of Doney Park watershed, is widespread with many channels eroded to bedrock. In downstream channel reaches, sediments are deposited (aggraded) where the channel gradient decreases, leading to channel avulsion, a process whereby flow is shifted from an existing channel to a new (or pre-existing) channel. Figure 7 displays stream reach condition categorized as “impaired” where channel incision is occurring, “depositional” where channel aggradation is occurring, and “stable”

where neither incision nor aggradation is occurring as assessed by NCD through field surveys conducted in 2011 and early 2012 (NCD, 2012).

Figure 7: Condition of Stream Channels within the Analysis Area (NCD, 2012)



Soils/Vegetation

The Terrestrial Ecosystem Survey (TES) for the Coconino National Forest was used as a basis for delineating TES map units and associated soils, and assessing soil type, soil condition, and erosion hazard (COF, 1995). TES is the result of the systematic analysis, mapping, classification and interpretation of terrestrial ecosystems delineated and numbered in ecological units.

The Schultz Fire burned Ponderosa Pine, Mixed Conifer, Spruce-Fir, a small grassland at Bonito Park and a small portion of Alpine Tundra lifezones. The dominant vegetation type within the analysis area is Ponderosa Pine/Arizona Fescue followed by Mixed Conifer (White Fir/ Douglas Fir). Effective vegetative ground covers were generally more than about 60% (duff layer, needles and grass cover). Herbaceous vegetation was dominated by Arizona fescue bunchgrasses and mountain muhly in ponderosa pine vegetation types. Mixed conifer and spruce-fir types are found at higher elevations (generally above 8000 feet) and with herbaceous understory cover dominated by grasses and herbs and litter cover above 90% overall.

Soil Erosion Hazard

Soils with a slight, moderate, or severe erosion hazard occur on 7016 acres, 2984 acres, and 5051 acres of the analysis area, respectively. The majority of soils are in the slight erosion hazard class and have low to medium soil erodibility factors due to soil texture and surface rock fragments. Soils in the high and moderate erosion hazard class are at risk of high erosion following storms since these soils have lost most or all of their protective vegetative cover. Conditions have been improving following BAER treatments and with the natural reestablishment of vegetative cover.

Soil Condition

Soils are placed into one of three classes based on soil condition ratings: satisfactory, impaired, and unsatisfactory. These soil condition ratings are based on interpretations of the three primary soil functions: soil hydrologic function, soil stability, and nutrient cycling. In general, hydrologic function of the soil is assessed based on indications of reduced infiltration through compaction and modification of surface soil structure. Soil stability is generally assessed through visual inspection of the soil surface for evidence of erosion including rilling, pedestaling (i.e., plants or rock fragments elevated above surrounding soil), and soil displacement. Nutrient cycling is generally assessed by visual observation of surface litter (distribution and depth), presence of coarse woody material, and root distribution within the surface soil horizons.

Prior to the Schultz Fire, soils within the area impacted by the fire were generally rated to be in satisfactory condition, although roughly 307 acres associated were rated as impaired. Although a formal assessment of post-fire soil conditions was not made, field observations and erosion modeling conducted during the BAER assessment as well as TES data suggest that soils on slopes less than 15% regardless of burn severity would not erode at rates that exceed tolerance soil loss rates (i.e., rates exceeding natural soil forming rates). On slopes exceeding 15% in moderate and high severity burn areas, soil loss rates were predicted to exceed tolerance soil loss rates in the absence of treatment. In high and moderate burn severity areas where vegetative ground cover was entirely or mostly consumed and soil hydrophobicity was detected, soil hydrologic functioning and nutrient cycling would likely be rated as impaired or unsatisfactory.

Post-Fire Sediment Yield

The dynamics of sediment transport within channels and hillslope areas are altered in a post-fire environment. Eroded sediments are derived from hillslopes and the drainages themselves, which concentrate and convey runoff. The loss of vegetative cover (plants, litter, and duff), loss of soil organic matter, development of soil hydrophobicity, and alteration of soil properties combined with the nature of precipitation events conspire to increase erosion beyond that which occurs in the absence of disturbance (Robichaud, 2000). Nearly all fires increase sediment yield, but wildfires in steep terrain and those which produce higher levels of burn severity induce the greatest change. The spatial variability of burn severity may also affect erosion rates, with rates predicted to be greater by as much as two-fold when high burn severity areas occur above low severity burn areas, an arrangement that is apparent in burn severity patterns associated with the Schultz Fire (Figure 1) (Robichaud and Monroe, 1997). In another example, suspended sediment concentrations increased by upwards of two orders of magnitude (100-fold) in a watershed impacted by the Cerro Grande fire, reflecting multiple factors related to the alteration of vegetative cover and soil physical properties combined with rainfall patterns (Malmon, et.al., 2006).

The increased post-fire sediment yield may persist for several years to more than a decade, depending on burn severity, topography, sediment availability, soils, and climate (Robichaud, 2000; Moody and Martin, 2009). For example, DeBano et. al. (1996) reported that sediment yields following a low severity wildfire in ponderosa pine returned to pre-disturbance levels after three years, but moderate and severely burned watersheds took 7 and 14 years, respectively. Robichaud and Brown (1999) measured a seven-fold decline in sediment yield from 60% slopes during the second year following a wildfire in a mixed conifer forest in eastern Oregon, attributing this decline to recovery of natural vegetation. In a summary of measured post-fire sediment yields in the western United States, Moody and Martin (2009) concluded that mean sediment yield from channels was roughly three times greater than from hillslopes. Extensive studies of post-fire conditions associated with the Hayman Fire conducted by Colorado State University and the U.S. Forest Service Rocky Mountain Research Station indicated that post-fire hillslope erosion rates dropped by half within two years following the fire, but channel incision and stream bank erosion continued to yield sediment seven years after the fire with predictions that sediment yield would continue episodically during low frequency (i.e., infrequent) convective storm events (MacDonald, 2009).

Modeling of sediment yield associated with the Schultz Fire using the Erosion Risk Management Tool (ERMiT), an erosion model developed specifically for assessing post-fire erosion potential, yielded similar results regarding the relative contribution of channels and hillslopes to sediment yield (Steinke, 2011). Predicted erosion rates were greatest in the high burn severity areas and in the steeper slope classes, with predicted erosion rates for high severity burn areas roughly 4 times that for unburned areas at the two higher slope classes and roughly 6 times that for unburned areas in the lower slope class. Predicted erosion rates are consistent with those reported by various authors as summarized by Moody and Martin (2009).

In the weeks to months following the Schultz Fire, various methods were undertaken to reduce hillslope erosion (see Background section of Chapter 1 for more on BAER treatments). Photos taken one year after the Schultz Fire show the rapid recovery of natural vegetation on low to moderately sloped low burn severity areas (Figure 8), the establishment of vegetation on seeded and mulched areas with low to moderate slope which experienced higher levels of burn severity (Figure 9), and the limited recovery of vegetation on steep slopes (up to 60%), which were treated

with shredded wood mulch (Figure 10). The limited recovery on these steep slopes suggests that they will continue to experience accelerated erosion for at least the next several years. A summary of BAER treatments is provided in the document “Schultz Fire/Flood and Burned Area Emergency Response Briefing Paper” prepared by the Coconino National Forest (COF), Flagstaff Ranger District (USDA Forest Service, 2011), which can be found in the project record.

In addition to the BAER treatments, a number of measures were implemented to reduce the likelihood of flooding at the Cinder Lakes Landfill and in downstream neighborhoods, including construction and modification of new and existing earthen berms and drainage channels, as well as scarification of flooded areas to improve infiltration. Many of these measures were implemented on Forest Service land by Coconino County and the City of Flagstaff as approved under Categorical Exclusion decision memos issued in June 2011 and in February 2012 for the Girls Ranch Road Berm. Despite the extreme post-fire hydrologic response exhibited by channels draining the upper parts of the Doney Park watershed following several rain events in the weeks following the Schultz fire, surface flow did not reach the Rio De Flag. Currently, surface flow crossing State Highway 89 is diverted towards Cinder Lake on the Coconino National Forest.

Figure 8: Recovery of natural vegetation in low burn severity areas



Figure 9: Establishment of vegetation in seeded and mulched areas with moderate to high burn severity



Figure 10: Limited recovery of vegetation on slopes up to 60% treated with wood mulch



Environmental Consequences

Alternative 1 - No Action

Direct and Indirect Effects

Under the no action alternative, there would be no modifications to existing ephemeral channels within the analysis area to stabilize these channels and prevent continued entrenchment, bank

erosion, and delivery of sediment downstream. The construction of sediment storage enhancement areas would not occur.

Channels often follow a predictable trend following disturbance, whether that disturbance be channel straightening or increased discharge following a wildfire or other land cover-altering event. Channel degradation often starts with initiation of a headcut (abrupt change in elevation of the channel bed caused by erosion of the stream channel) followed by headward migration, channel widening, channel slope reduction, reduction of bank angles, deposition of sediment, and establishment of vegetation (Harvey, et.al., 1985). Simon and Hupp (1987) proposed an alluvial channel evolution model that was used by Simon (1989) to classify six stages of channel evolution for human modified alluvial channels in western Tennessee beginning with a pre-modified (i.e., pre-disturbance) stage and extending through a restabilization stage. The author noted that degradation occurred for 10 to 15 years at sites upstream of the maximum disturbance (i.e., upper end of channel modification). Rosgen (2009) has proposed a number of stream channel succession scenarios for various stream types following disturbance. A headcut on the San Pedro River in southeastern Arizona rapidly migrated upstream following a series of floods in the late 1800s, leading to a channel evolution sequence that closely followed that described above and took approximately 50 years to stabilize following the initial disturbance (Hereford, 1993). MacDonald (2009) summarized post-fire conditions for the area impacted by the 2002 Hayman Fire, which burned roughly 140,000 acres along Colorado's front range, and noted that large amounts of sediment were still being generated from rill, gully, and channel erosion some seven years after the fire. He predicted that this erosion would continue due to the high intensity nature of summer storm events combined with limited recovery of vegetation in the presence of coarse-textured soils and high potential evapotranspiration relative to precipitation, climatic conditions similar to those associated with the area impacted by the Schultz Fire.

Utilizing the Bank Assessment for Non-Point Source Consequences of Sediment (BANCS) model, the untreated (i.e., the no action alternative) bank erosion rate for all channels was estimated to be 16,087 tons/year versus an estimated treated bank erosion rate of 433 tons/year (Table 3). The BANCS model combines an assessment of bank erosion hazard using the Bank Erodability Hazard Index (BEHI) process and an assessment of near-bank channel (NBS) shear stress (Rosgen, 2002). The 16,087 tons/year estimate assumed that stream banks would be modified to achieve a low BEHI and NBS rating (NCD, 2012). This represents an ongoing supply of sediment as oversteepened channel banks laterally retreat as the fluvial system adjusts to the disturbance. The length of time over which this erosion may occur cannot be precisely determined, but is likely to extend for at least another decade based on the references cited above.

In September 2011, the Coconino National Forest signed a record of decision (ROD) implementing new travel management rules as required under the 2005 Federal travel management rule (TMR). Under these new rules, off-road vehicle access is restricted and Forest Service roads are designated as open to all motorized vehicles, restricted to highway legal vehicles, or are not designated, which means that they are close to public use. Under the no action alternative, roads within the analysis area designated as closed to public use under TMR would not be decommissioned. Decommissioning entails stabilization and restoration of unneeded roads to a more natural state, thereby returning the roadbed to productive land capable of supporting vegetation. Returning Forest Service roads to productive land is important as roads have been identified as the greatest human-induced disturbance on a forested landscape (Elliot, et.al., 1999). The construction, maintenance, and ongoing use of Forest roads alters affected soils and hydrologic functions. Removal of vegetation during road construction exposes soils to raindrop impact, thus enhancing soil displacement and compaction. It also reduces surface

roughness which would otherwise dissipate the energy of flowing water and impede soil transport. Additionally, affected soils are compacted during road building and road use, which reduces infiltration. These combined effects lead to increased runoff and associated erosion of soil. Ongoing use of roads causes soil displacement and soil rutting under wet conditions. Road ruts have been reported to displace two to four times as much sediment as freshly graded roads (Elliot, et.al., 1999). Although the closure of approximately 60 miles of roads under TMR would still occur within the analysis area under the no action alternative, the enhanced benefits of road decommissioning of approximately 57 miles would not occur.

Cumulative Effects

Cumulative impacts from the no action alternative include those direct and indirect effects associated with ongoing erosion of channels impacted by the Schultz fire combined with impacts from other activities occurring within the Doney Park watershed that alter the hydrology and soils.

The Doney Park watershed represents the boundary for analysis of cumulative effects to soils and water resources. The cumulative effects analysis takes into consideration those activities that have occurred within the Doney Park watershed over the past decade, on-going activities, as well as planned activities that may occur in the next two years (i.e. reasonably foreseeable future activities).

The direct and indirect effects of the no action alternative include continued displacement of soils and channel sediments in upstream areas directly impacted by the Schultz fire, and deposition of these materials in lower gradient areas downstream. It has been estimated that the potential for erosion of over 16,000 tons/year of sediment from channel banks exists within the analysis area (NCD, 2012). These effects would combine with other effects to soils and water resources within the Doney Park watershed, including urbanization, ongoing use and maintenance of Forest Service roads, grazing, diversion of surface flow towards the Cinder Lake area, ongoing reforestation efforts within areas burned by the Schultz fire, and repair of the City of Flagstaff's pipeline, which conveys surface water from the inner basin of the San Francisco Peaks to the city.

Human alteration of the Doney Park watershed has occurred at least since the middle of the last century, when various land uses such as dryland farming and timber harvesting were reported (USGS, 1953). The extent to which these practices altered the hydrology of the watershed is unknown but probably had little effect at the HUC-6 watershed scale as widespread irrigation using diverted surface runoff and/or groundwater did not occur (USGS, 1953). The more recent urbanization of the watershed (over the past decade) has likely had a greater impact on soils and watershed hydrology as previously open areas of land have been converted to residential subdivisions, including the attendant development of infrastructure (i.e., roads, schools) necessary to support the residential communities. The effects of urbanization on the amount and timing of surface flow in response to precipitation events are well established: urbanization tends to increase peak flows, shorten the time to peak (i.e., watershed responds more rapidly to a given rainfall event), and may reduce the duration of flow events. Many of these flow-related impacts are attributable to alterations of the soil and land cover. Construction activities associated with urbanization can remove, displace, cover, and/or compact soil, thereby reducing infiltration rates, increasing runoff, and accelerating erosion. Removal of vegetative cover from soil disrupts nutrient cycling and the input of organic matter into the soil. In addition, construction of

subdivisions and associated infrastructure typically alters pre-settlement drainage patterns as natural drainage features are modified to accommodate the development.

The diversion of flood waters away from residential subdivisions and the Cinder Lake Landfill towards the Cinder Lakes area further altered surface flow patterns within the Doney Park watershed, but did not change the amount of surface flow leaving the watershed as evidenced by the pattern of flooding associated with several storms that occurred in the weeks following the Schultz fire.

There are roughly 353 miles of Forest Service roads within the Doney Park watershed, equating to an open road density of 5.36 miles of road/square mile of watershed. Under TMR, open road density will decrease to 4.49 miles/square mile. Open road density is an attribute of the roads and trails condition indicator of watershed condition. Open road density exceeding 2.4 miles/square mile equates to an impaired function rating for this attribute. Forest roads have an effect on soils and watershed hydrology similar to that which occurs under urbanization including altering natural drainage patterns, reducing infiltration, increasing runoff, and accelerating erosion. These effects of forest roads are particularly troublesome when perennial streams with associated aquatic organisms are involved. Although the existing Forest Service road system within Doney Park watershed will not impact any perennial streams since none occur within the watershed, the existing road system could contribute to localized impacts on drainage systems including entrenchment and deposition of sediment. Under the no action alternative, the open road density would be 4.49 miles/square mile upon implementation of TMR; however without the planned decommissioning of closed roads from the proposed action, the closed roads would likely take far longer to rehabilitate, thereby continuing to experience incidental use until full recovery is achieved. This contrasts with the Proposed Action alternative in which approximately 57 miles of roads designated as closed would be decommissioned. Decommissioning of closed roads not needed for administrative purposes is the best way to reduce erosion associated with the Forest Service road system since it entails stabilization and restoration to a more natural state. Erosion from decommissioned roads in which there is no longer any traffic and vegetation becomes established may be reduced by 99 percent over roads experiencing high traffic (Elliot, et.al, 2009).

Under the no action alternative, grazing within the Doney Park watershed would likely be permitted earlier on the Black Bill Allotment; grazing in the fire area has been deferred for the 2010 through 2012 grazing seasons to allow for vegetation recovery, but under the no action alternative, there would likely be no need to for continued deferment to allow for implementation of channel stabilization and sediment storage area enhancement activities. Rather, when forage conditions reach acceptable levels, grazing could be authorized. This allotment contains 5 pastures covering roughly 3,900 acres and is permitted for 60 cow/calf pairs. Grazing typically occurs from June through October. Grazing has been shown to have a range of effects on soils and watershed conditions, ranging from positive effects to soils attributable to increased nutrient cycling, to negative effects to soils and watershed conditions attributable to increased erosion from overgrazing. Specific negative effects to soils and watershed conditions from grazing are generally in response to compaction and a reduction in vegetative cover, which decreases infiltration and exposes soil to raindrop impact and soil detachment. There is no evidence that grazing associated with the Black Bill allotment was reducing vegetative cover and degrading soil conditions prior to the Schultz fire, and would not likely do so when grazing resumes owing to the small number of cow/calf pairs permitted on the allotment and the use of appropriate utilization and intensity levels.

Activities associated with the Schultz Fire Reforestation and Site Preparation Project (March 2011) are being implemented on approximately 12,516 acres of land burned by the Schultz fire. This project includes hand planting of ponderosa pine seedlings on up to 4,500 acres and jackstrawing of fire-killed trees on up to 1,000 acres in and around former aspen stands to prevent excessive browse of aspen by deer and elk. If needed, elk exclosure fences may be installed to protect aspen regeneration where insufficient fire-killed trees exist for jackstrawing. These activities will cause limited disturbance to soils already impacted by the Schultz fire in the form of compaction and soil displacement. These impacts, however, would be outweighed by the benefits of reforestation and jackstrawing of fire-killed trees, which will provide or promote additional ground cover needed to stabilize soils.

On-going implementation of a project to repair and protect the City of Flagstaff's potable water pipeline located along the Waterline Road (FR 146) will necessitate the placement of fill and rip-rap (angular stone) at pipeline stream crossings. This project would have a limited impact on soils associated with placement of stabilization materials but would likely increase the stability of the stream crossings, thereby potentially reducing erosion in these areas.

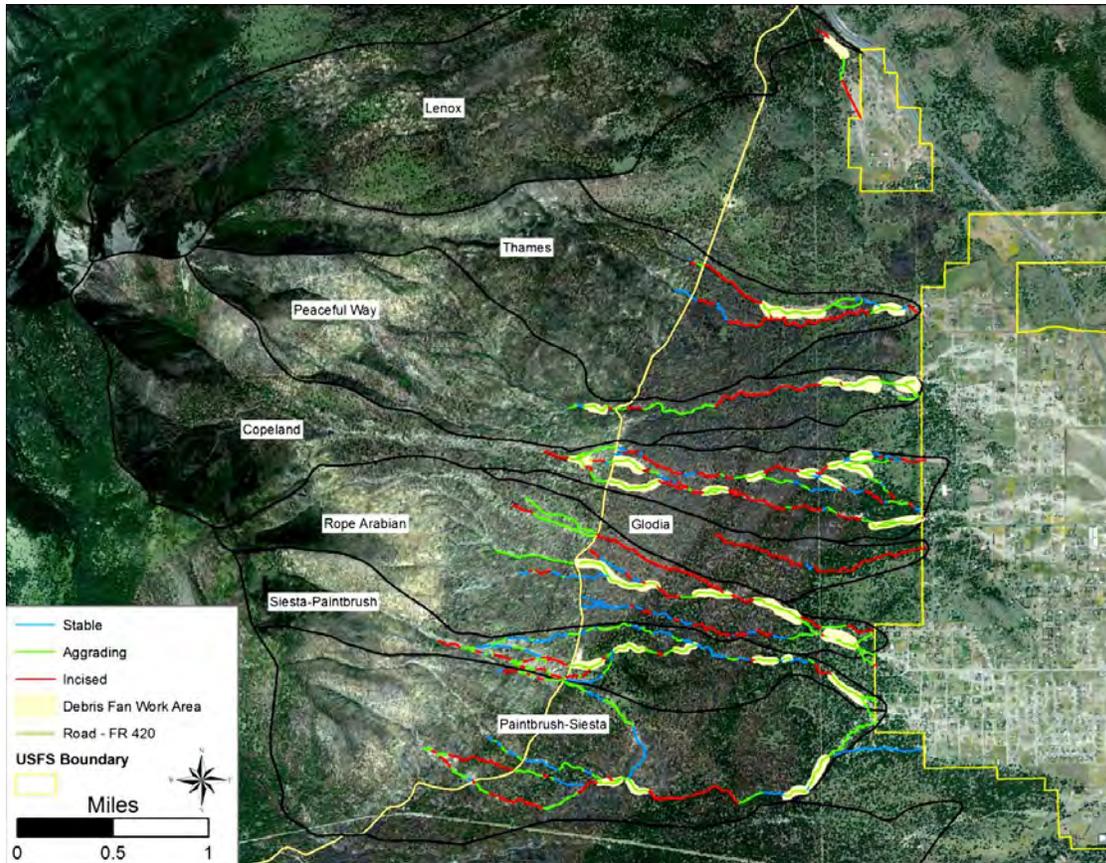
Alternative 2 - Proposed Action

Direct and Indirect Effects

The Proposed Action is specifically targeted at reducing the delivery of sediment to downstream areas such that stable single-thread channels could be constructed to route runoff through impacted neighborhoods. There are two aspects (treatments) associated with the Proposed Action: 1) reducing streambank and bed erosion through reshaping of incised channels to a more stable form (as predicted using such tools as the BANCS model), and adding in-channel features to enhance streambank protection and dissipate stream energy; and 2) enhancing the storage of sediment in areas favorable to deposition. Selection of the proposed treatments was partially based on the implementation of similar or identical treatments in degraded channels associated with the Trail Creek watershed, which was impacted by the 2002 Hayman Fire along Colorado's Front Range. The assessment of Trail Creek watershed conditions and conceptual restoration plan are documented in "Trail Creek Watershed Assessment & Conceptual Restoration Plan – The WARSS Results of the Hayman Fire" (Rosgen, 2011).

Treatment locations would mainly occur along drainage channels between FR420 and the Forest Service Boundary as shown in Figure 11.

Figure 11: Proposed treatment areas for each watershed



Stream bank and bed stabilization would occur on approximately 15.4 miles of stream channels (red channels shown in Figure 11) and would include 1) reshaping of channels according to stable bankfull channel dimensions obtained from representative reference reaches for the various stream types occurring within the affected watersheds, and 2) installation of grade control structures and in-channel features to dissipate stream energy and direct shear stress away from stream banks. Channel reshaping (alteration of stream channel dimensions, pattern, and profile) would include laying back channel banks to alleviate over-steepened banks. Live trees would not be targeted for removal unless they were overhanging a streambank proposed for treatment. Channel stabilization structures would be employed as part of the change to dimension, pattern and profile. Grade control and streambank erosion practices would be utilized whenever required during the reshaping of channels and to protect archaeological sites located near channels as needed. Channel stabilization structures would include toe rocks, root wads, j-hook structures, log vanes, rock vanes, rock cross-vanes, rock and roll/log and rock structures, and rock step-pool structures. Figure 6 shows a typical incised channel and proposed cut and fill areas to create stable channel geometry.

Fill would be derived from either channel cut areas or from the excavation of in-channel sediment storage basins in areas treated for enhancement of sediment deposition (Figure 6).

Sediment storage enhancement is proposed to be implemented in 5.2 miles of channels (Figure 11). These proposed sediment storage enhancement areas were selected based on 1) visual evidence of post-fire aggradation, and 2) occurrence of drainage channels within relatively broad, flat valleys. Proposed work to enhance sediment storage in applicable sections of channels would include restoring the channel bottom to a pre-disturbance elevation in order to form a wide shallow channel. This step would be necessary as some of the channel sections suitable for sediment storage are currently incised. As previously mentioned, fill would be borrowed from stream channel cut areas and from excavation of in-channel sediment basins with no proposed import of fill. The sediment basins would extend entirely across the channel cross-section, forming a deep depression (10-15 feet deep) with shallow slopes on both sides for capturing sediment. The upstream and downstream slopes of the basins would be protected with logs and boulders to prevent headcutting. The estimated distance between fill and borrow areas would be determined during the final design, but would be a function of the amount of fill necessary to bring the incised channel back up to its pre-disturbance grade combined with a reasonable haul length estimated to be between 400 and 600 feet. It is likely that all existing trees within sediment storage enhancement areas would need to be removed in order to properly grade these areas to promote the even spreading of water and deposition of sediment. The outlets of sediment storage enhancement areas would transition to single thread channels either naturally by taking advantage of locations where channels become constricted, or through grading to artificially restrict stream channels at the downstream end of sediment storage enhancement areas. The latter would most likely occur in the areas immediately upstream of the impacted neighborhoods where the transition to single thread channels would be necessary to route runoff through the neighborhoods.

Table 3 shows the estimated untreated and treated bank erosion rate by watershed (NCD, 2012). Note that the roughly 16.6 miles of total channel length shown in this table differs from the proposed action to treat 15.4 miles of incised channels since some of the incised channels would be converted to sediment storage enhancement areas and are therefore, counted with the Proposed Action to treat 5.2 miles of channels for sediment storage enhancement. Overall, channel bank treatments are predicted to reduce bank erosion from an estimated 16,087 tons/year to 433 tons/year. This represents an overall reduction in sediment yield of 97% from the area directly impacted by the Schultz fire. The remainder of sediment is largely being derived from streambank erosion occurring above FR 420, where treatments are not being proposed owing to the steep terrain and consequent difficulty accessing these areas. Since a majority of the sediment would not be reduced by streambank treatment alone, the Proposed Action includes the enhancement of sediment storage areas. It is predicted that over 110,000 tons of sediment could be stored in locations that have been specifically targeted for sediment storage enhancement over the lifetime of those areas (based on conservative estimates of no upland vegetation recovery), including roughly 44,000 tons of storage in sediment basins and the remainder stored as aggraded sediment in these areas (NCD, 2012).

Table 3: Estimated untreated versus treated bank erosion rate in selected drainages (NCD, 2012)

WATERSHED¹	LENGTH OF CHANNEL UNDER CONSIDERATION (ft)	UNTREATED BANK EROSION RATE (tons/year)	TREATED BANK EROSION RATE (tons/year)	REDUCTION IN BANK EROSION RATE (tons/year)
Copeland	40,799	7598	1130	6468
Glodia	12,896	314	106	208
Paintbrush-Siesta	40,151	3117	326	2791
Peaceful Way	12,566	368	117	251
Rope Arabian	30,253	2327	311	2016
Siesta-Paintbrush	22,446	1865	269	1596
Thames	16,378	498	138	360
TOTALS	175,489	16087	2397	13690

Though having an overall long-term positive impact on channel conditions and sediment yield, implementation of these proposed treatments would result in a short-term disturbance to channels and forest soils. In their current form, incised channels have vertical to near-vertical stream banks which are prone to failure from, among other things, shear stress imparted by flowing water moving parallel to the stream channel. In their treated form, stream banks would have slopes of approximately 33% (3H:1V) and maximum slope lengths of approximately 15 feet. The reduction in bank slope would reduce the shear stress acting on the banks during channel flow events, but would expose the stream banks to increased erosion from raindrop impact and interrill erosion from water moving perpendicular to the stream channel (i.e., water moving from the top to the bottom of the channel banks) until vegetation is reestablished. Under the Proposed Action, treated channel banks would be re-seeded with a native grass seed mix, but establishment of a protective vegetative cover could take an estimated two years following construction, based on personal observations by the District Hydrologist of vegetative recovery periods following similar disturbance from timber activities on the Forest. During this recovery time, erosion from unprotected channel banks would be approximately 4.8 tons per year as predicted using the Disturbed WEPP program.

Direct effects to stream channels would also occur from the construction of sediment storage enhancement areas. These areas encompass approximately 71 acres. Work would include excavation of sediment basins, placement of excavated material in incised channels located in these areas, clearing of trees within these areas, and regrading of these areas to promote formation of braided channels in which aggradation occurs. Figure 12 depicts such an area constructed in the aforementioned Trail Creek watershed in Colorado.

¹ Lenox is not included in this table because Natural Channel Design determined that there are limited opportunities for reduction in streambank erosion in that watershed. Also, additional information may have been gathered after completion of this report; more recent surveying may include more information on the Lenox drainage.

Figure 12: Enhanced sediment storage area in tributary to Trail Creek (Colorado)

By design, the Proposed Action is an effort to improve watershed conditions by including treatments to reduce stream bed and bank erosion and enhance sediment storage where appropriate to prevent its transport downstream. It is, however, recognized that proposed treatment activities themselves would cause disturbance of soils and may locally alter the rainfall/runoff response in currently undisturbed areas which would be used for equipment access and staging. The establishment and use of equipment staging areas, and the creation and use of access roads (including stream corridors) for conducting in-channel treatments would directly affect soils resources by altering infiltration through soil compaction and altering nutrient cycling through clearing of vegetative ground cover. Indirect effects to soils resources would include decreased soil stability to the extent that altered hydrologic response from land clearing leads to erosion of soils. Equipment staging areas would be utilized to accomplish the proposed work. Each equipment staging area would be approximately 100x100 feet in size and would be located in an upland area (i.e., outside of stream channels) adjacent to an access road. Staging areas would potentially be used for construction equipment and materials storage, as well as siting of portable toilet facilities. These staging areas would collectively disturb roughly 6 acres and would produce an estimated 0.03 tons/year of additional erosion assuming a period of disturbance of three years (one year of use during construction followed by a two year recovery period following seeding) and a gradient of 2%. These areas would be reclaimed following construction by a combination of methods including ripping and re-seeding. The U.S. Army Corps of Engineers has determined that there are no jurisdictional waters within the analysis area and therefore, the proposed work is not subject to permitting under section 404 of the Clean Water Act. It is, however, recognized that proposed treatment activities themselves would cause disturbance of soils and may locally alter the rainfall/runoff response in currently undisturbed areas which would be used for equipment access and staging. To minimize the construction-related impacts to soils and water resources, all proposed work would be accomplished under an Arizona Pollutant Discharge Elimination System (AZPDES) permit with preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP) and using Forest Service best management practices (BMPs) (see Design Features section in Chapter 2 and Appendix B).

Existing and/or new roads would need to be utilized to access the areas proposed for treatment. To the extent possible, existing roads would be utilized for access. A preliminary layout of

access roads indicates that roughly 14.2 miles of existing roads and 1.3 miles of new roads would be utilized for equipment access. Construction of new roads would produce an estimated 31 tons of additional erosion assuming a three year period of disturbance (one year of use during construction followed by a two year recovery period following seeding), outsloped road design with 8-12 feet in width and 4% gradient, and surfacing with native material. All of the new roads and 5.3 miles of existing roads designated for closure under TMR would be decommissioned as part of the construction of channel treatments. Approximately 52 miles of roads designated for closure under TMR would also be decommissioned apart from the channel treatment construction. Since decommissioning restores the road to a more natural state allowing the recovery of vegetation, erosion may be reduced by 99% over roads experiencing high traffic (Elliot, et.al., 2009).

Cumulative Effects

Cumulative effects associated with the no action alternative constitute the baseline against which cumulative effects from the Proposed Action are compared. The only difference between the cumulative effects for the no action alternative and those for the Proposed Action are attributable to the direct and indirect effects of each alternative. Under the no action alternative, an estimated 16,087 tons/year of channel bank erosion could occur as channels laterally expand during the process of establishing a new equilibrium following the disturbance of wildfire. This process could take in excess of a decade as evidenced by published reports documenting the length of time required for alluvial channels to reach stability following a disturbance. Channel treatments included in the Proposed Action would potentially reduce channel bank erosion to approximately 2,400 tons/year and could potentially store over 110,000 tons of sediment for a sufficient time to allow recovery of untreated upland areas.

There are approximately 60 miles of roads designated as closed under TMR within the analysis area. Under the no action alternative, no closed roads would be decommissioned or obliterated, whereas roughly 57 miles of closed roads would be decommissioned under the Proposed Action (the remaining 3 miles of closed roads include the APS powerline and a .5 mile administrative road to a weather station), thereby returning this land to a more productive condition.

The construction of channel treatments, roughly 1.3 miles of new roads, and roughly 6 acres of equipment staging areas would cause a relatively short-term (2-3 years) disturbance of forest soils, potentially leading to accelerated erosion induced by increased runoff from soil compaction and removal of vegetation. Disturbed areas would be re-seeded and recovery of vegetation could take an estimated two years following disturbance, during which time an estimated 46 tons of erosion would be predicted to occur.

The Proposed Action is anticipated to have a positive overall impact on soil and water resources through a reduction in channel bank erosion, storage of sediment in aggrading areas, and obliteration of roughly 57 miles of Forest Service roads.

Botany

This section details the affected environment and environmental consequences for Threatened, Endangered, Sensitive plants, and noxious or invasive weeds within the analysis area. It also describes the anticipated effects of both alternatives on revegetation of the area due to an issue identified during the public scoping process (see project record).

Threatened, Endangered or Sensitive Plants

There are no threatened or endangered plants or habitat for them within the boundary of this project. One Region 3 sensitive plant species may occur in the areas that will be disturbed by this project. This includes Rusby milkvetch (*Astragalus rusbyi*). However, there are no recorded locations for it in past surveys within the project area.

Existing Conditions

Rusby milkvetch is a narrow endemic found on basaltic soils northwest and west of Flagstaff, Arizona. The range is limited to areas on the Coconino National Forest around the San Francisco Peaks and on the adjacent Kaibab National Forest. Habitats for this plant include aspen groves, mixed conifer, ponderosa pine/Arizona fescue, and ponderosa pine/gambel oak sites in dry or temporarily moist basaltic soils.

Most the area was surveyed for the Jack Smith/Schultz Fuels Reduction Project (2008), and there are no documented occurrences of Rusby milkvetch in this project area. The nearest known location is approximately ½ mile from the treatment area boundary.

The effects of severe burning from the Schultz Fire combined with the subsequent flooding and erosion have resulted in significant degradation of the habitat for the species in the project area. The effects of wildfire and flooding on Rusby milkvetch are based on observational data. Numerous locations of Rusby milkvetch were detected in the Hochderffer Fire (2000) during field surveys in 2008, some in areas where the fire severity had been very high. Soil loss and erosion also occurred in portions of that fire but not at the levels in the Schultz Fire. It is unknown if the project area and Schultz Fire in general currently support the species or will support it in the near future.

Environmental Consequences

Alternative 1: No Action

Direct, Indirect, and Cumulative Effects

Under this alternative, no stream courses would be altered to reduce sedimentation and flooding to downstream properties. There would be no modification of existing stream channels and no improvement to stream bank and bed stability through management actions. There would be no enhancement of storage for sediment in the project area. The actions that might speed recovery within the watershed would not occur. There would be no removal of vegetation, no tree harvesting and no chipping or mulching. Associated activities such as road improvement, creation and decommissioning of temporary roads, creation and decommissioning of staging areas, revegetation and noxious or invasive weed abatement would not also occur. The 462 acres of disturbance proposed in this project would not occur. As a result, there would be no threats to unknown populations of Rusby milkvetch from management actions, but watershed impacts would continue to occur. As a result, potential habitat (if present) for Rusby milkvetch would not improve in the near future.

Alternative 2: Proposed Action

Direct and Indirect Effects

Management actions associated with this alternative include substantial movement of soil and rocks in sediment enhancement and channel reshaping areas within the project. Removal of existing vegetation, including trees, would also occur. Road activities to support the implementation of the project include creation/decommissioning of temporary access roads, improvement of existing open roads within the project area, creation/decommissioning of staging areas. Activities such as these could destroy individuals or groups of Rusby milkvetch if they are present in these areas. However, no locations have been recorded in the project area. Indirect effects of this project include soil stabilization and incremental movement toward recovery of the area and its plant communities. This would provide some improvement of the potential habitat for Rusby milkvetch in the project area; similar impacts have been mitigated elsewhere on the Forest in past projects such as the Hart Prairie Fuels Reduction and Forest Health Restoration Project (2010).

Cumulative Effects

The boundary for this discussion includes the range of Rusby milkvetch within the Coconino National Forest.

Rusby milkvetch is a native species and has survived in the area as a component of the native vegetation, but was not added to the Region 3 Sensitive Species list until 1999. Cumulative effects to Rusby milkvetch may include past and ongoing management actions by the U.S. Forest Service such as grazing, timber sales, tree planting activities and prescribed burning within the project area and throughout its range. Many management actions were initiated before the species was added to the Sensitive Species list so the effects of these actions are unknown.

Fire suppression and alteration of the fire regime have affected all vegetation including Rusby milkvetch through changes in tree density and understory species composition. Elimination of fire throughout most of the range of Rusby milkvetch has allowed tree canopy and stand density to increase in some areas, reducing the abundance of or eliminating most understory species including Rusby milkvetch.

The cumulative effects analysis area contains all or portions of several historic large wildfires. These include the Fort Valley (1948), Wild Bill (1973), Bismarck Lake (1989), Bismarck (1996), Hochderffer (1996), Horseshoe (1996), Pumpkin (2000), Leroux (2001) Hart (2002) fires and most recently, the 89 Mesa and Schultz Fires (2010). The Hochderffer, Pumpkin and Fort Valley fires contain populations of Rusby milkvetch documented by recent surveys, several years after the fires have occurred. Plants eliminated due to large, hot-burning wildfires may take years to re-establish due to the long-term alteration of habitat that occurs.

Several fuels reduction projects have been or are currently being planned in the habitat of Rusby milkvetch: the Fort Valley Ecosystem Restoration Project (2000), Jack Smith/Schultz (2008), Hart Prairie (2010) and Wing (2012-ongoing). However only the Fort Valley Ecosystem Restoration Project and portions of the Hart Prairie project have been implemented.

Grazing has occurred in the project area, including grazing by domestic ungulates and wild grazers. The cumulative effects of grazing include past loss of individual plants to grazing

animals and alteration of habitat through animal impacts such as trampling and compaction. According to Springer (2004), deer and elk may preferentially select legumes when they find them. However, palatability and use of Rusby milkvetch by grazers is unknown. Small animals such as rodents may also eat Rusby milkvetch. Grazing in the project area by domestic livestock will be delayed to allow vegetation to recover, and under the Proposed Action, could be delayed for several additional years to allow channel work to be completed and revegetated.

Rusby milkvetch has been observed along the Schultz Trail. Trail users may impact individual plants at these locations through trampling and compaction of soil, especially in areas where trail users leave established routes.

In 2000, the Forest withdrew the San Francisco Mountain and Mount Elden areas from mineral exploration. This withdrawal could have indirect long-term beneficial effects on species such as Rusby milkvetch by preserving habitat that might otherwise be altered through mineral exploration.

The Coconino National Forest has implemented the Travel Management Rule (Decision signed September 2011). The cumulative effects to this and other projects forest wide will be the reduction in the numbers of motorized routes and the elimination of cross country travel. Negative effects from motorized travel such as crushing of plants, damage to potential habitat damage to soils, fragmentation of habitat and introduction of noxious or invasive weeds into the habitats and/or populations will be reduced. These reductions will be from the elimination of most cross-country travel and through the reduction of road density. This would aid in reducing pressures from vehicle travel in sensitive areas where plants and potential habitat occur.

All of these actions collectively have defined the existing condition for Rusby milkvetch.

The management actions proposed for this project would have no significant negative effects on the overall distribution and abundance within the project area or within the total range of Rusby milkvetch, provided the mitigations recommended in this document are incorporated into the project design and implementation. Additionally, the management actions would not significantly contribute to the cumulative effects discussed above, provided they are mitigated as recommended.

Noxious or Invasive Weeds

Existing Conditions

The most recent surveys within the project area were conducted last year (2011) by Forest Service employees and contract crews to assess and control weeds within the Schultz Fire perimeter. These surveys generally focused on weed locations that were documented during the Jack Smith/Schultz Fuels Reduction Project. In 2003, 2004 and 2005, the District Wildlife Crew conducted noxious or invasive weed surveys in portions of the project area in conjunction with northern goshawk survey transects. They detected locations for bull thistle (*Cirsium vulgare*), Dalmatian toadflax (*Linaria dalmatica*), cheatgrass (*Bromus tectorum*) and common mullein (*Verbascum thapsus*). Surveys were also conducted in the Jack Smith portion of the project area in 2005 by botanists, and detected several infestations of diffuse knapweed (*Centaurea diffusa*),

Dalmatian toadflax and cheatgrass. Many of the previously documented infestations are within severely the burned portions of the Schultz and 89 Mesa Fires (2010).

Environmental Consequences

Direct, Indirect and Cumulative Effects

Under this alternative, no stream courses would be altered to reduce sedimentation and flooding to downstream properties in this alternative. There would be no modification of existing stream channels and no improvement to stream bank and bed stability through management actions. There would be no enhancement of storage for sediment in the project area. The actions that might speed recovery along drainages would not occur. There would be no removal of vegetation, no tree harvesting and no chipping. Associated activities such as road improvement, creation and decommissioning of temporary roads, creation and decommissioning of staging areas, revegetation and noxious or invasive weed abatement would not occur. The 462 acres of disturbance proposed in this project would not occur. Therefore the risks of introducing noxious or invasive weeds from the disturbance in this project would not occur; however the disturbance associated with continued flooding events and channel movement could continue to provide avenues for noxious or invasive weed establishment.

Alternative 2: Proposed Action

Direct and Indirect Effects

Occurrences of diffuse knapweed and Dalmatian toadflax have been documented in past surveys in some of the areas identified for disturbance. For this reason, actions such as soil disturbance to increase sediment storage and channel restoration would increase the risk of noxious weed spread in the project area. Mitigations such as vehicle washing and using the soil and other materials onsite versus hauling materials from elsewhere would help mitigate these risks. Monitoring of the disturbed sites after implementation should be included as mitigation as well to monitor and treat new or increasing infestations. The use of weed-free mulch and certified weed free seed would also mitigate the risk of introducing noxious or invasive weeds.

Some areas within the Schultz Fire area were treated in 2011, but infestations remain on the sites, either in plants or as propagules including seeds and root fragments. These sources would remain in the soil for many years to come.

Common mullein and bull thistle infestations would likely appear in the project area regardless of the activities associated with the Proposed Action. These species are generally ephemeral and disappear as more desirable plants occupy the site. These species may form large infestations in the project area. The disturbed area should be monitored after implementation to determine if treatment is needed.

There are no documented occurrences of cheatgrass in the proposed treatment areas. However, the sites should be monitored for cheatgrass infestations and appropriate control measures should be taken if needed. Cheatgrass is an early seral species in most areas and it may out-compete more desirable plant species in the area. If it becomes established in the project area, it may interfere with revegetation and bank stabilization activities. The site should be monitored after the project is implemented to assess whether treatment is needed. Vehicle cleaning, use of weed

free products and using onsite materials are good mitigations to reduce the threats of cheatgrass invasions and would be incorporated into project implementation.

Cumulative effects

The boundary of this analysis is the Schultz Fire area. The time limit for this analysis is approximately 10 years, beginning with surveys conducted in the 2002 and 2003 field seasons for the Jack/Smith Schultz Fuels Reduction Project until present. Several large areas of noxious or invasive weeds were detected in the fire area at that time and are documented in the TESP/invasives database. Species located during those surveys were mostly diffuse knapweed (*Centaurea diffusum*) and Dalmatian toadflax (*Linaria dalmatica*). Multiple releases of biological control insects were implemented on some of these infestations within the Schultz area prior to the fire in 2010 and again in 2011. The fates of these insects are unknown but most were probably lost in the fire. Cheatgrass (*Bromus tectorum*) was also reported in the fire area but not within this project boundary.

The 89 Mesa Fire burned in an area next to the Schultz Fire in May 2010. Large infestations of Dalmatian toadflax were apparent in the area by the end of the growing season in 2010. Prior to the fire, only scattered populations had been noted. The fire area is near the northwest corner of the project area and is an example of how quickly noxious or invasive weeds can invade fire areas.

Immediately after the fire, a BAER assessment was completed on the Schultz Fire (see the Background section in Chapter 1). No seeding was included in the initial assessment and efforts were made to assure that mulching material was weed-free. However, because the mulching material was agricultural straw, a vigorous stand of wheat was apparent in the fire area by autumn 2010. The effects of the wheat on the plant community in general and on weed infestations are unknown. It has been suggested by some authors (ex. Keeley, 2004) that non-native cover crops such as wheat interfere with native plant community regeneration. However, most areas that were mulched with the wheat straw were barren soils due to the high severity burn and bare soils tend to be highly susceptible to noxious or invasive weed invasion.

Noxious or invasive weed treatments have occurred in the past and are planned within the fire perimeter as well as the affected area such as constructed berms and flooded areas downstream of the fire for the 2012 field season. These treatments may help reduce the occurrences and densities of noxious or invasive weeds in the fire perimeter in general and within the project area.

Revegetation

Regardless of the alternative, it will take many years for reestablishment of a stable plant community in the Schultz Fire area, and it is likely that the future plant communities within the Schultz Fire area may be very different than the plant communities that were present on the site immediately before the fire.

Environmental Consequences

Alternative 1: No Action

Direct, Indirect and Cumulative Effects

The native seed mix described below would not be used. The disturbance areas, channels, banks and retention areas that are part of this project would not be re-seeded or planted except as part of other activities. As a result, benefits from the seeding and mulching would not occur. Such benefits include small but incremental movement toward reestablishing native plant communities in the fire area.

Alternative 2: Proposed Action

Direct and Indirect Effects

As part of the Proposed Action, all areas of disturbance would be revegetated with native seed mix including species such as prairie June grass (*Koeleria macrantha*), bottlebrush squirreltail (*Elymus elymoides*), Arizona fescue (*Festuca arizonica*), pine dropseed, blue grama (*Bouteloua gracilis*), mountain muhly (*Muhlenbergia montana*), and little bluestem (*Schizachyrium scoparium*). This seed mix was selected based on the soil units in the project area as defined in the Terrestrial Ecosystems Survey of the Coconino National Forest (1995) and the potential natural vegetation described for each soil unit in the publication. Disturbance areas that would be seeded include channel banks and aggrading channel earthwork areas as well as obliterated roadways and staging areas. Seeded areas would be mulched with locally available chipped mulch from previous mulching and chipping activities in the burn area, or from chipping of plant materials removed for earthwork. If necessary, seedling trees would be planted in higher flood plains or around the margins of aggrading channels.

Seeding the sites with this mixture would have no effect on the species composition of the area since this mix is based on the soil type and potential natural vegetation. Through application of this seed mix and the accompanying mulching, there would be a small but incremental movement toward restoring the native plant community which could potentially exist on the site. While weather conditions cannot be controlled, using sound practices, such as seeding with native species such as those proposed in the seed mix and other techniques would help heal the fire area. Several factors, including weather and the ability of plants to colonize the site, would regulate this recovery.

The seed would be obtained from a commercial source so the species would be cultivars and not from local sources. The use of local ecotypes versus cultivars is widely debated. Some local sources are currently available but not in the amounts needed for this project. Cultivars are

generally developed from a variety of ecotypes collected in several areas so they contain a blend of heterogeneous materials. These cultivars have been widely used in the past in many areas including the Coconino National Forest.

Cumulative Effects

The boundary of this discussion is limited to the time since the Schultz Fire in 2010 and is limited to the boundary of the fire. The reason for this shortened timeframe as opposed to the usual 10 years or more is due to the limited availability of knowledge on past revegetation efforts in the area and limited knowledge of the pre-fire understory plant community. Most of the area within the fire was analyzed in the Jack Smith/Schultz Project (2008). As with many fuels reduction projects, the area was densely forested with ponderosa pine forest and the understory vegetation was likely limited by the presence of it. The dense forest and associated increased fire risk was part of the justification for analysis and implementation of the fuels reduction project, but no actions to thin the forest had occurred before the fire. As a result, understory response to reduction of tree overstory and thinning of trees did not occur.

The fire area contains portions of several allotments including the Black Bill and Peaks Allotments; however the portion of the Peaks Allotment within the project area has been deferred from grazing for approximately 10 years, with no change in this status anticipated. Grazing as directed in the annual operating plan for the Black Bill allotment occurred in the project area prior to the Schultz fire in 2010. Since the fire, grazing has been deferred, partly due to the loss of parts of the infrastructure (fences) in the area and partly to allow re-establishment of vegetation. Under the proposed action, grazing would be deferred for two to three more years to allow reestablishment of vegetation in treatment areas.

Several treatments including seeding and mulching occurred as part of the BAER treatments in the area. These are discussed in the noxious or invasive weed section above and in the Soil/Watershed Specialist Report. These treatments have made improvements in vegetative recovery in the area.

Five plots seeded with locally collected native grass and forb seeds are within the project area. The purpose of these plots is to assess the possible use of local collected native grasses and forbs in disturbed areas such as this. The locations of these plots have been provided and the areas should be avoided during disturbance.

The Flagstaff Ranger District is currently reforesting parts of the fire including areas within the disturbance area. The project includes planting ponderosa pine seedlings in areas designated by the Silviculturist. None of these areas are within the channel or retention basin areas and but are within the boundary of the area of disturbance. In the future, there may be some competition between successful ponderosa pine trees and understory vegetation but this competition would be minimal in near future, increasing as trees grow and mature if they fully occupy the site.

Wildlife

The following section summarizes existing and desired conditions for threatened, endangered, and Forest Service sensitive species (TES), management indicator species (MIS), and migratory bird priority species that may occur or may have habitat within the analysis area. The analysis area is identified as the Schultz Fire perimeter on Flagstaff Ranger District of the Coconino NF.

The treatment area includes those areas specifically identified for channel modification, sediment storage development, temporary road construction, staging, access routes or other project activities. The cumulative effects boundary is the analysis area, which generally follows the Schultz fire perimeter outside of wilderness. The action area refers to the area within ¼ - mile of project activities. This buffer was selected because impacts of the proposed activities could occur up to ¼ - mile from project activities.

Whenever possible, species-specific habitat and locality data were used. Wildlife surveys were conducted in 2009 prior to the 2010 Schultz fire. Additional surveys and monitoring data were collected in 2011 and will continue the summer of 2012. Wildlife surveys completed in 2011 also documented the presence of Management Indicator Species (MIS), raptors and wildlife cover.

Project activities analyzed included: 1) noise impacts from project implementation, 2) mortality from implementation, and 3) change in wildlife habitat components. Table 5 summarizes the Schultz Sedimentation Reduction Project activities and the impacted habitat components important to the species with habitat in the action area.

Existing Conditions

There are 22 species of special status addressed by this analysis. Several species are analyzed more than once if more than one status applies. For example, northern goshawks are addressed as both a Forest Service Sensitive species and as a management indicator species. In total, there is one Threatened and Endangered species, eight Regional Forester’s Sensitive Species, six MIS, and seven neotropical migratory birds. This report excludes fish, aquatic invertebrates, mussels, snails as there is no supporting habitat present in the project area. Table 4 lists species addressed by this analysis. Table 5 summarizes the potential impacts to habitat components from the Proposed Action. These impacts were used for the analysis of effects for the species with habitat in the action area.

Table 4: Threatened, Endangered, Candidate, and Sensitive species with habitat in the analysis area

Scientific Name	Common Name	Status
AMPHIBIANS (0)		
BIRDS (2)		
<i>Strix occidentalis lucida</i>	Mexican Spotted Owl	T
<i>Accipiter gentilis</i>	Northern Goshawk	S
INSECTS (1)		
<i>Speyeria nokomis nitocris</i>	Nitocris Fritillary	S
MAMMALS (6)		
<i>Microtus mexicanus Navaho</i>	Navajo Mexican Vole	S
<i>Sorex merriami leucogengys</i>	Merriam’s shrew	S
<i>Sorex nanus</i>	Dwarf Shrew	S
<i>Idionycteris phyllotis</i>	Allen’s Lappet-browed Bat	S
<i>Corynorhinus townsendii pallescens</i>	Pale Townsend’s Big-eared Bat	S
<i>Euderma maculatum</i>	Spotted Bat	S
REPTILES (0)		
LEGEND		
STATUS:		
E = Federally Endangered	T = Federally Threatened	C = Federal Candidate S = Forest Service Sensitive

Table 5: Project activities and impacts to habitat components of species within the action area

Habitat Component	Sediment Storage Area ~71 acres /31 areas in 5.2 miles of channel	Staging Areas ~28 acres each	Stream bank and Bed Stabilization 15.4 miles	Road Construction 1.3 miles	Road Obliteration 1.3 miles of new roads and 5.3 of miles existing roads and ~52 miles closed under TMR that would be decommissioned by FS at a later date
Snags	Permanent loss of all existing snags in 31 sites. Total 71 acres and generally patches less than 4 acres.	Hazard trees only for safety purposes.	Snags removed for use in construction and along stream banks. Large snags that show use by wildlife would be identified and avoided.	Hazard trees removed only for safety purposes.	Road obliteration would reduce the future need to remove snags for safety purposes. Lower potential for snags to be cut for firewood.
Live Trees	Permanent loss of all existing trees within 71 acres. Generally patches less than 4 acres	No loss of live trees	Live trees would not be targeted for removal unless they were overhanging a stream bank proposed for treatment.	Rare cases. Generally roads currently exist as user-created roads and are clear of trees.	No additional loss.
Vegetative Ground Cover	Permanent loss	Loss of vegetative cover for up to 3 years. Staging areas would be reseeded with a native grass species after use.	Loss of vegetative cover for up to 3 years. Treated channel banks would be reseeded with a native grass species.	Loss of vegetative cover for up to 3 years.	Loss of vegetative cover for up to 3 years. Obliterated roads would be reseeded with a native grass species.
Large logs	Permanent loss	Logs would	Some	Minimal	Reduced

		be relocated outside of staging areas but would remain on site.	repositioning for use as grade control and bank stabilizing structures.	increase after trees/snags cut for safety purposes.	firewood gathering.
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Federally Listed and Candidate Species

Mexican Spotted Owl

Mexican spotted owl (MSO) habitat was delineated for the analysis area prior to the 2010 Schultz Fire as part of the Jack Smith/Schultz Fuels Reduction and Forest Health project (2008). The treatment area is ponderosa pine and does not have the Gambel oak component necessary to provide habitat. Restricted habitat exists adjacent to treatment areas; however there is no MSO habitat in targeted downstream areas. There are three PACs within the analysis area; however all three PACs were burned in the 2010 Schultz Fire and no longer provide enough nest/roost habitat to support nesting owls. PACs need to be re-delineated or decommissioned. Based on habitat, they would likely be located further from the analysis area. Portions of access roads within the analysis area are located in the Weatherford PAC as currently delineated.

Environmental Consequences

Alternative 1: No Action

Direct/Indirect Effects

Habitat conditions for wildlife would remain in their current condition, notwithstanding natural processes. Under the no action alternative, there would be no modifications to existing ephemeral channels within the analysis area to stabilize these channels and prevent continued entrenchment, bank failure, and delivery of sediment downstream. Under the no action alternative, watershed hydrologic response would continue to depart from the pre-fire response, although the level of departure would gradually decline in response to establishment of ground cover (Runyon, Soil/Watershed Specialist Report, 2012).

Under the no action alternative there would be no project activities within MSO habitat or audible range of MSO habitat and therefore no effect to MSO.

Cumulative Effects

There are no direct or indirect effects and therefore no cumulative effects.

Alternative 2: Proposed Action

Direct/Indirect Effects

The Proposed Action is specifically targeted at reducing the delivery of sediment to downstream areas such that stable single-thread channels could be constructed to route runoff through impacted neighborhoods (Runyon, Soil/Watershed Specialist Report, 2012).

Under the Proposed Action, MSO habitat would not be directly affected as there is no MSO habitat within the areas identified for treatment. Restricted habitat is found adjacent to the treatment area and project activities may disturb owls if they are using this habitat; however surveys for MSO occupancy would be conducted prior to implementation of construction activities within ¼ mile of MSO habitat. If occupancy is discovered, timing restrictions on construction activities within that ¼ mile buffer would apply, thereby mitigating any potential impacts. Forest Roads 420 and 556 would be used as access routes to the project. Portions of these roads are located within the Weatherford PAC. Use of these roads to access the project is not expected to increase noise disturbance above that which is currently occurring, or to a level that would impact owls if they are using this PAC.

Cumulative Effects

Under the Proposed Action there would be no project activities within MSO habitat or audible range of MSO habitat and therefore no effect to MSO. Because there would be no direct or indirect effects, there would therefore be no cumulative effects.

Mexican Spotted Owl Critical Habitat

MSO habitat was delineated, prior to the Schultz Fire, as part of the Jack Smith/Schultz project (2008). Using the delineation of habitat, there is no critical habitat within the treatment area or targeted downstream areas.

Environmental Consequences

Alternative 1: No Action

Direct/Indirect Effects

Under the no action alternative, there would be no modifications to existing ephemeral channels within the analysis area to stabilize these channels and prevent continued entrenchment, bank failure, and delivery of sediment downstream. Trees and snags within and adjacent to ephemeral channels would be lost due to continued entrenchment and bank failure. Under the no action alternative, watershed hydrologic response would continue to depart from the pre-fire response, although the level of departure would gradually decline in response to establishment of ground cover (Runyon, Soil/Watershed Specialist Report, 2012).

Under the no action alternative there would be no project activities within MSO critical habitat and therefore no direct effect to MSO critical habitat. Channel entrenchment, bank failure, and delivery of sediment downstream would not impact critical habitat adjacent to the project.

Cumulative Effects

Under the No Action Alternative, there are no direct or indirect effects so there would be no cumulative effects.

Alternative 2: Proposed Action

Direct/Indirect Effects

The Proposed Action is specifically targeted at reducing the delivery of sediment to downstream areas such that stable single-thread channels could be constructed to route runoff through impacted neighborhoods (Runyon, Soil/Watershed Specialist Report, 2012). Under the Proposed Action, disturbance to ground cover and loss of trees and snags from project implementation would occur; however because MSO critical habitat is not present in the potential disturbance area and thus no activities would occur in MSO critical habitat, there would be no impacts to MSO critical habitat.

Cumulative Effects

There is no critical habitat within the project and no critical habitat in targeted downstream areas. There are no direct or indirect effects and therefore no cumulative effects.

Forest Service Sensitive Species

The most recent Regional Forester's Sensitive Species list was transmitted to Forest Supervisors on October 1, 2007 and is the basis for the species used for this analysis. Northern goshawks are discussed first, followed by a combined discussion of impacts to nitocris fritillary, Navajo Mogollon Vole, dwarf shrew, Merriam's shrew, Allen's lappet-browed bat, Townsend's big-eared bat and spotted bat.

Existing Condition

Northern Goshawk

Northern goshawk habitat was delineated for the analysis area prior to the 2010 Schultz Fire, as part of the Jack Smith/Schultz Fuels Reduction and Forest Health project (2008). The treatment area is ponderosa pine and provides habitat. Goshawk habitat also exists adjacent to treatment areas; however there is no northern goshawk habitat in targeted downstream areas. There was one post-fledgling area (PFA) within the analysis area but the entire PFA burned under high severity fire and no longer functions as nesting habitat. In 2011, surveys of all habitats within the low or moderate burn severity areas were conducted to determine if goshawks had relocated. No goshawks were confirmed. Surveys will continue to be conducted during the 2012 breeding season.

Environmental Consequences

Alternative 1: No Action

Direct/Indirect Effects

Under the no action alternative, there would be no disturbance and no direct effects. Although habitat would be provided for this species, most of the forested area within the project is currently lacking high canopy cover, which provides high quality habitat for the northern goshawk. Under

the no action alternative, habitat components such as snags and vegetative ground cover would decrease over time due to continued channel entrenchment and bank failure, resulting in indirect impacts. Sediment would continue to build in areas and reduce the ability of vegetation to reestablish, resulting in an indirect adverse effect. Although the closed status of approximately 57 miles of roads under TMR would still be in effect within the analysis area under the no action alternative, the enhanced benefits of road decommissioning would not occur, limiting the benefit to goshawk prey species.

Cumulative Effects

This alternative would continue to result in indirect impacts to northern goshawk habitat, which may combine with ongoing activities that have similar effects. Cumulative effects from indirect impacts to goshawks would be limited to reduced snag densities and limited herbaceous understory impacting the ability of prey to successfully forage. Other projects within the analysis area that add to the loss of snags, live trees and vegetative cover include hazard tree removal for powerlines, roads and trails and construction of the Inner Basin Pipeline.

Alternative 2: Proposed Action

Direct/Indirect Effects

Under the Proposed Action, channel modification, sediment storage area development and temporary road construction and road obliteration would occur within the ponderosa pine. Northern goshawk habitat is found adjacent to the treatment area; project activities may disturb goshawks if they are using this habitat. Surveys for northern goshawk occupancy were conducted in 2011 and would be conducted again prior to implementation of construction activities. If occupancy is discovered, timing restrictions on construction activities within those areas would apply, thus mitigating potential impacts.

Indirect effects would result from vegetation modification activities as listed in Table 5. These activities would disturb or remove trees, snags and understory vegetation, potentially reducing availability of prey. The Schultz Fire created a large number of dead trees (snags) in the analysis area. Snags in heavily burned areas tend not to persist as long, but larger snags persist longer than smaller ones. Large snags identified as leave trees by Forest Service biologists would be avoided. The project area would continue to provide an abundance of snags even with the removal of some snags for project implementation.

Removal of trees from storage areas would create larger openings; however these sites are generally less than 4 acres each. In contrast, preventing continued channel entrenchment, bank failure, and delivery of sediment downstream would reduce the loss of snags and vegetative ground cover over the long term, thereby increasing prey availability more rapidly than the no action alternative.

Within the construction area, all new, temporary roads constructed and 5.3 miles of existing roads designated for closure under TMR would be obliterated upon completion of the construction activities. Additionally, approximately 52 miles of roads also identified for closure under TMR within the remainder of the project area would also be decommissioned at a later date than

proposed treatment activities, which would also improve vegetative understory and increase habitat for goshawk prey.

Cumulative Effects

Other projects that may combine to reduce availability of prey include legal and illegal fuel wood cutting and hazard tree removal along roads, trails and powerlines and snag removal associated with the Inner Basin Pipeline. The Schultz Fire created a large number of dead trees (snags) and logs in the analysis area; large snags identified as leave trees would be avoided during project activities. The analysis area would continue to provide an abundance of snags and logs, and the cumulative removal of these habitat components is not expected to have adverse effects.

Existing Condition

Nitocris Fritillary

This butterfly is known to occur in Apache and Coconino Counties in Arizona. Their habitat includes mixed conifer, ponderosa pine, spruce fir, montane willow riparian forests and wetland cienega vegetation types. The majority of the analysis area is ponderosa pine with portions burned under high severity. High severity burn areas provide the dead and down component but are lacking adequate vegetative understory to support food populations. Low to moderate burn areas may still provide foraging habitat.

Navajo Mogollon Vole

Hoffmeister (1986) delineated the range for this vole from Navajo Mountain southward to the western part of the Mogollon Plateau, extending from near Mormon Lake westward towards the town of Williams and up to the Tusayan Ranger District. They live in a variety of habitats from 3,800 to 9,700 feet in elevation, including ponderosa pine forest and montane subalpine grasslands. Whether or not Navajo Mogollon voles are found in forests, shrublands, or grasslands, they are associated with grassy vegetation (Hoffmeister 1971). In a study completed by Ecological Restoration Institute (ERI 2010), understory vegetative cover, clumpy tree distribution, decreased pine basal area and snags greater than 16 inches in diameter were identified as strong drivers for Mogollon vole occupancy.

Dwarf Shrew

The species is known to occur on the San Francisco Peaks and White Mountains (Hoffmeister 1986). Rocky areas and down logs are important habitat components. They are opportunistic predators and their diets tend to reflect the availability of insects. As a family, shrews primarily eat earthworms, larvae and adults of beetles, caterpillars, ants, true bugs, spiders, and grasshoppers (Martin 1961, Merritt 2010).

Merriam's Shrew

Merriam's shrew is distributed throughout the west and Hoffmeister (1986) shows them distributed along the Mogollon Rim. They are associated with grassy areas in conifer forests, frequently near water, and grasslands interspersed or associated with water Hoffmeister (1986). Habitat components for Merriam's shrew include grassy cover, logs and coarse woody debris, and proximity to water. They eat a variety of arthropods, feeding principally on insects and worms. Merriam's shrew forage at ground level and beneath the leaf litter (Hoffmeister 1971).

Herbaceous cover provides shelter for shrews and their prey and they would use runways established by meadow mice which, despite being larger than shrews, can also be a prey species.

Allen's Lappet-browed Bat

In Arizona, Allen's lappet-browed bats have been found in ponderosa pine, pinyon-juniper, Mexican woodland, white-fir forests and Mohave desert scrub. They are often associated with water. A study conducted on the Coconino and Kaibab NFs documented lappet-browed bats using snags for maternity roosts. They forage on flying insects, often over open water bodies (including stock tanks) and wetlands where flying insects are abundant. However, foraging habitat can be diverse and includes ponderosa pine forest, forest openings, wet soils, and diverse herbaceous ground cover. They occur across the ponderosa pine belt on the Coconino National Forest.

Pale Townsend's Big-eared Bat

A 2007 bat roost inventory and monitoring project documented Pale Townsend's big-eared bats on both the Kaibab and Coconino Forests (Solvesky and Chambers 2007). They use a wide range of habitats, including ponderosa pine forest. Townsend's big-eared bats typically roost in rock structures (e.g., caves, mines, and lava tubes), and abandoned buildings, but will also use hollow trees. Townsend's big-eared bats are sensitive to disturbance and roost sites have been abandoned because of human recreation. They feed on flying insects and often forage over water bodies and wetlands where flying insects are abundant. They travel long distances while foraging and use edge habitat adjacent to or within forest habitat (Western Bat Working Group 2005). Habitat features potentially benefiting prey species include pools, stock tanks, wet ground, herbaceous ground cover, and edge habitat.

Spotted Bat

The historic range of the spotted bat includes Arizona, California, Colorado, Idaho, Montana, New Mexico, Nevada, Oregon, Utah, Wyoming, Texas, Canada and Mexico. Roost site characteristics are poorly known for this species, but limited observations suggest that spotted bats roost singly in crevices, with rocky cliffs and surface water characteristic of localities where they occur. It has been found from low desert areas in southwestern Arizona to high desert and riparian habitat in the northwestern part of the state. It has also been found in conifer forests in northern Arizona (Kaibab Plateau) and other western states. There are no roost locations known to occur on the Forest. This species is a habitat generalist and could forage across the entire Forest.

Environmental Consequences

Alternative 1: No Action

Direct/Indirect Effects

Under the no action alternative, there would be no modifications to existing ephemeral channels within the analysis area to stabilize these channels and prevent continued entrenchment, bank failure, and delivery of sediment downstream. Under the no action alternative, watershed hydrologic response would continue to depart from the pre-fire response, although the level of departure would gradually decline in response to establishment of ground cover (Runyon, Soil/Watershed Specialist Report 2012).

Under the no action alternative, there would be no direct effect to these species. Although habitat would be still be present for this species, most of the forested area within the project is currently lacking understory vegetation and cool season grasses, thus resulting in lower quality habitat. Favorable habitat would increase over time as understory productivity increases, resulting in an indirect beneficial effect. However sediment would continue to build in areas, thus reducing the ability of vegetation to reestablish quickly. Not moving these habitats towards pre-fire hydrologic response conditions could result in a longer period of time for understory response, thereby limiting food and reproductive sites and limiting habitat connectivity for nitocris fritillary, Navajo Mogollon Vole, dwarf shrew, Merriam's shrew, Allen's lappet-browed bat, Townsend's big-eared bat and the spotted bat.

Although the closure to public use of approximately 57 miles of roads under TMR would still occur within the analysis area under the no action alternative (Travel Management Rule, 2011), the enhanced benefits of road decommissioning would not occur, thus limiting the benefit of improved vegetation understory.

Cumulative Effects

This alternative would continue to result in indirect impacts to these species and their habitat, including vegetative understory and snags, which may combine with the continued impacts from the Schultz Fire itself (including loss of vegetation), grazing, localized dispersed camping, illegal fuelwood gathering, construction of the Inner Basin Pipeline, tree planting and noxious weed treatments, to alter availability of both food and cover and to temporarily displace these species in a limited area.

Cumulative effects from indirect impacts would be limited to reduced snag densities and limited herbaceous understory, impacting the ability of these species to successfully forage around and migrate between habitats.

Alternative 2: Proposed Action

Direct and Indirect Effects

Under the Proposed Action, channel modification, sediment storage development, temporary road construction and road obliteration would occur within the ponderosa pine. There may be potential short-term disturbance to potential foraging and roosting habitat with long-term benefits. Individuals may be impacted by mechanical activities, such as contact with machinery and tools. There is also a low probability that crevices in cliffs used by the spotted bat for roosting or hibernacula would be directly impacted by project activities. Isolated occurrences of disturbance may impact individuals, but because this bat roosts singly any potential occurrences would not have an impact on an entire colony of spotted bats. These impacts would occur for the duration of project implementation, which would be short term and localized, thereby reducing impacts to these species. Project activities could also potentially disturb bats if they are roosting in trees within the ponderosa pine treatment areas. Snag removal occurring when bats are rearing young (April –July) or in deep hibernation (mid-winter) can have negative effects on local populations. Mitigation including managing for retention of snags 18" diameter and greater with defoliating bark would reduce the impact. Snags with characteristics that provide habitat for bats within disturbance areas would be flagged and avoided. However channel modification and road

obliteration would hasten establishment of ground cover, thus increasing availability of food and reproductive sites for these species more rapidly than the no action alternative.

Indirect effects would result from vegetation modification activities as listed in Table 3. These activities would disturb or remove understory vegetation and result in a slight decrease in snags in an area with a high number of snags produced from the Schultz Fire, in effect reducing availability of food and cover to adult butterflies and/or caterpillars, voles, shrews and bats. However, these effects would be minimized due to activities being spatially separated with a three year period of disturbance assumed (one year of construction followed by a two-year recovering period following seeding) (Runyon, Soil/Watershed Specialist Report, 2012). In contrast, preventing continued channel entrenchment, bank failure, delivery of sediment downstream and obliterating roads would limit the loss of vegetative ground cover, and would encourage the development of understory vegetation, increasing availability of food and reproductive sites, and providing habitat connectivity for these species more rapidly than the no action alternative. In addition, the loss of snags is not expected to affect the overall distribution of Allen's lappet-browed bats, Townsend's big-eared bats, and spotted bats on the forest.

Cumulative Effects

There may be potential short-term disturbance to potential foraging and roosting habitat with long-term benefits. Short term and localized effects from project activities listed in Table 3 would result in the temporary disturbance to butterflies, voles, shrews, and bats within the project area, and the reduction of understory vegetation and soil compaction. These impacts may combine with the continued impacts from the Schultz Fire itself (including loss of vegetation), and short-term cumulative impacts from localized dispersed camping, grazing, tree planting and noxious weed treatments to alter availability of both food and cover for voles and shrews, and to temporarily displace these species in a limited area. The Proposed Action may impact individuals, but is not likely to cause a trend to federal listing or loss of viability for nitocris fritillary, Navajo Mogollon vole, dwarf shrew, Merriam's shrew, Allen's lappet-browed bat, Townsend's big-eared bat, and spotted bat.

Management Indicator Species

Determination of MIS to analyze for this project was based on Management Area (MA) types located within the project area. Management Area 3 (ponderosa pine and mixed conifer on slopes <40) is the only quantifiable MA in the project area. Table 6 summarizes the MIS associated MA 3, as specified in the Coconino Forest Land Management Plan.

Table 6: Management Area 3 with the associated MIS

MANAGEMENT AREA (MA)	MANAGEMENT INDICATOR SPECIES	ACRES WITHIN PROJECT AREA ON FS LANDS
MA 3 (ponderosa pine and mixed conifer, <40% slopes)	Abert squirrel, red squirrel, Mexican spotted owl, elk, northern goshawk, pygmy nuthatch, turkey, and hairy woodpecker	462

During northern goshawk surveys completed in 2011, all observations of MIS at each of the 388 call points were noted. The number of call points where MIS individuals or sign were observed is reported in Table 7.

Table 7: MIS and their Forest-wide population trends, important habitat components, and Forest-wide habitat component trends

MIS	Forest Population Trend	Indicator Habitats ¹	Habitat Component Trend	Acreage in Project Area	# Call Points where Observed
Abert Squirrel	Inconclusive	Early seral PIPO	Stable	462 ²	0
Elk	Stable ³	Early seral PIPO	Stable	462 ²	9
		Early seral MC	Increasing	0	
		Early seral S-F	Increasing	0	
Hairy woodpecker	Stable-to-slightly increasing	Snag component of PIPO	Declining	462 ²	24
		Snag component of MC	Increasing	0	
		Snag component of S-F	Increasing	0	
		Early seral P-J	Declining	0	
Northern goshawk	Variable	Late seral PIPO	Declining	462 ²	0
Pygmy Nuthatch	Stable	Late seral PIPO	Declining	462 ²	1
Turkey	Increasing ³	Late seral PIPO	Declining	462 ²	0 reported during surveys. Pictures taken of groups of turkey
Notes:					
1 MC = Mixed Conifer, PIPO = Ponderosa Pine, P-J = Piñon-Juniper, S-F = Spruce-Fir					
2 Total acres of ponderosa pine in the project area					
3 Trend provided by AGFD					

Existing Conditions

Abert Squirrel

Recent research indicates that this species' best habitat is the intermediate to older aged forest (trees 9-22 inches dbh), where groups of trees have crowns that are interlocking or in close proximity (Dodd et al. 1998). Squirrels favor scattered large trees and multi-storied stands mixed with poles. The project area currently exhibits areas of good quality habitat for Abert Squirrel.

Elk

The analysis area provides summer range for elk and is located within Arizona Game and Fish Department's Game Management Unit (GMU) 7E. Game Management Unit 7 shows a generally increasing trend in elk numbers. Due to concerns for aspen regeneration within the Schultz Fire perimeter, Arizona Game and Fish added the Peaks Hunt Area, a special antlerless elk hunt area, from late September to late October. Elk are found throughout the project area and known to calve north of Sugarloaf Mountain and winter west of 89 Mesa north of the project area.

Hairy Woodpecker

Data from the Coconino National Forest, as well as statewide data, indicate that hairy woodpecker populations are stable, or slightly increasing on the Forest. Forest-wide, the snag component in ponderosa pine forest has declined, but has increased in mixed conifer and spruce-

fir forest due to wildfire and insect outbreaks/disease (USDA 2002). Hairy woodpeckers are fairly common in conifer forest types within the project area.

Northern Goshawk

Prior to the Schultz Fire there was one PFA within the project area. The entire PFA was burned by high severity fire and has since been decommissioned. Surveys were completed within the Schultz Sediment Reduction project area in 2011 in an attempt to determine if goshawks had relocated in the area. No goshawks were documented. Surveys would be completed again during the breeding season of 2012.

Pygmy Nuthatch

The pygmy nuthatch is generally associated with mature ponderosa pine forests, where it prefers open, park-like stands of old, yellow pines. It is also found in dense pine forests, as long as large trees and snags are present. The pygmy nuthatch is also tied to old, large oak trees and cavities. This nuthatch requires dead trees or dead-top trees where it builds nests in cavities. Both in Arizona and North America, moderate threats exist on breeding and wintering grounds. Populations are thought to be stable on the Coconino National Forest and statewide. Ponderosa pine snags, a key component for this species, are currently being lost faster than they are replaced and may affect populations of the pygmy nuthatch in the future (USDA 2002).

Turkey

Turkey habitat in the analysis area consists of ponderosa pine forest with openings and small meadows for foraging during the summer months. Ponderosa pine and Gambel oak mast are the key habitat attributes and steep drainages and hillsides provide nesting and roosting habitat. Currently, there are no known turkey roosting areas in the project, although hillsides and drainages are potential habitat; turkeys have been documented foraging in the project area post-fire.

Environmental Consequences

Alternative 1: No Action

Direct and Indirect Effects

Habitat conditions for wildlife would remain in their current condition, notwithstanding natural processes. However, habitat components such as live trees and snags would be lost to continued entrenchment and bank failure. Sediment would continue to deposit in areas, thereby reducing the ability of vegetation and trees to reestablish.

Cumulative Effects

Removal of live trees and for maintenance of powerlines, roads and trails along with construction of the Inner Basin waterline would combine with natural processes to reduce snags and habitat for early and late seral and snag dependent species. In addition, illegal fuelwood cutting may combine with these projects to reduce habitat as this activity may remove larger trees, standing oak, and other vegetation not typically permitted. However the Schultz fire created a large number of dead trees (snags) and logs in the analysis area. Snags in heavily burned areas tend not to persist as long, but larger snags persist longer than smaller ones. Large snags providing habitat

for cavity nesting birds would be identified and avoided. The analysis area would continue to provide an abundance of snags and logs; the cumulative removal of these habitat components is not expected to have adverse effects. In contrast, the on-going planting of ponderosa pine seedlings will provide early seral habitat in the future. These projects combined with the no action alternative are not expected to reduce habitat quality enough to alter Forest-wide population or habitat trends for MIS.

Alternative 2: Proposed Action

Direct and Indirect Effects

The action alternative would not change the amount of early or late seral stage ponderosa pine to any large degree. Live trees and snags would be reduced, although they would not be targeted for removal unless they are directly on a streambank which is rapidly eroding or are within sediment deposit areas. The Schultz fire created a large number of snags in the analysis area. Snags in heavily burned areas tend not to persist as long, but larger snags persist longer than smaller ones. Large snags with cavities would be identified to avoid when possible. The project area would continue to provide an abundance of snags even with the removal of some snags for project implementation; the loss of a relatively small number of snags would not alter the habitat quality enough to render it unusable.

Obliterating roads would limit the loss of vegetative ground cover and would encourage the development of understory vegetation, increasing availability of food for elk. Removal of trees from storage areas would create larger openings; however these sites are generally less than 4 acres each.

Cumulative Effects

Removal of live trees and hazard trees for powerlines, roads and trails, illegal fuelwood cutting, and the construction of the Inner Basin waterline would combine with natural processes to reduce snags and habitat for early, late seral and snag dependent species. In contrast, the on-going planting of ponderosa pine seedlings will provide early seral habitat in the future. These projects combined with the action alternative are not expected to reduce habitat quality enough to alter Forest-wide population or habitat trends for MIS.

The Schultz fire created a large number of dead trees (snags) and logs in the analysis area. Snags in heavily burned areas tend not to persist as long, but larger snags persist longer than smaller ones. Large snags identified as leave trees would be avoided. The analysis area would continue to provide an abundance of snags and logs and the cumulative removal of these habitat components are not expected to have adverse effects.

Migratory Birds

Ponderosa pine habitat type occurs within the project area. Important Bird Areas (IBA) are identified by The Audubon Society, and are sites within a network that maintain the long-term viability of wild bird populations while engaging the public to conserve those areas of critical habitat. The nearest IBA is Anderson Mesa, located southeast of Flagstaff. The Rio de Flag

(approximately 3.5 miles distant) is recognized as an area important to birds and has been nominated as an IBA. There are no important overwintering areas within the project.

Species of Concern Listed by Partners in Flight and U.S. Fish and Wildlife Service Birds of Conservation Concern

Arizona State Partners in Flight (PIF) lists priority species of concern by vegetation type. Ponderosa pine is the dominant vegetation types in the analysis area (>99%). Nine species have been identified as species of concern in this habitat. The following table summarizes the PIF priority species and Birds of Conservation Concern that are or have the potential to occur in the analysis area by habitat type and associated habitat needs. Mexican spotted owls and northern goshawks are discussed in detail under the Threatened, Endangered and Sensitive species section of this report and will not be discussed here.

Table 8: Migratory Birds from both Partners in Flight and Birds of Conservation Concern requiring ponderosa pine habitat

Species	Relative Abundance	Status	Important Habitat Components
Cordilleran Flycatcher	Uncommon	Summer	Use snags, overstory canopy.
Olive Warbler	Rare	Migrant	Nest in conifer.
Greater Pewee	Intermittent	Summer	Forage in open pine forests, nest in pine.
Grace's Warbler	Fairly Common	Summer	Nest in ponderosa pine trees.
Lewis' Woodpecker	Rare	Transient	Use brushy understories, snags for perching, and open areas for foraging; all of which is frequently provided in burn areas. They nest in the abandoned cavities of other woodpeckers, in natural cavities, or make their own cavities. They nest most frequently in ponderosa pine.
Flammulated Owl	Fairly Common	Summer	Nest in natural cavities of live trees, snags, and dead limbs or abandoned cavities of flickers and sapsuckers.
Purple Martin	Uncommon	Summer	Use snags and large old trees

Environmental Consequences

Alternative 1: No Action

Direct/Indirect Effects

Under the no action alternative, no trees or snags would be cut and no disturbance from project implementation would occur. Trees directly within the streambanks would probably be lost over time from erosion of the banks.

Effects of the No Action alternative on migratory bird habitat would continue to occur primarily in pine habitats where soil conditions may lead to degradation of vegetation important in

providing food and cover and nesting habitats for migratory birds using these habitats. Direct harm or mortality would not likely occur unless nest trees along drainages were to be washed out during flood events.

Cumulative Effects

Loss of trees and snags would combine with other activities such as hazard and live tree removal along powerlines, roads and trails and legal and illegal fuelwood cutting.

Alternative 2: Proposed Action

Direct/Indirect Effects

Direct harm or mortality from removal of snags and live trees with cavities or nests would occur if birds are using these structures for nesting during the time of implementation. Additional harm or mortality could also occasionally occur from disturbance adjacent to nesting areas. Live trees would not be targeted for removal unless they are directly on a stream bank, which is rapidly eroding. Live or dead trees with cavities would be identified and avoided where possible. The project area would continue to provide adequate amounts of snags and live trees to support migratory birds.

Cumulative Effects

This alternative could result in direct impacts to migratory birds that would combine with effects with activities such as hazard tree removal, and illegal fuelwood harvesting. The Proposed Action could result in direct impacts to migratory birds if trees or snags with nesting birds are cut during project implementation.

Heritage

This section contains information regarding cultural resources in the project area and the expected effects of proposed alternatives to these resources. Fieldwork in preparation for a National Historic Preservation Act (NHPA) compliance report is currently under contract per the Region 3 Programmatic Agreement (USDA Forest Service 2003). All sites will be evaluated on a case-by-case basis; the Forest Service, the Coconino County contractor (Natural Channel Design), and interested tribal representatives would work together to determine appropriate protection measures under the Proposed Action for each site, or whether avoidance would be the best method for achieving a “no adverse effect” determination.

Throughout this report the term ‘cultural resources’ is applied to include all properties considered ‘historic properties’ as per NHPA. Cultural resources include archaeological sites, historic structures, and traditional cultural properties.

Existing Condition

The Schultz Sediment Reduction Project occurs within Pine-Oak belt between 6900-8000 above sea-level (Elmore 1976). The area is dominated by Ponderosa Pine with some juniper, oak, and aspen intermixed, though many trees are now dead standing snags from the Schultz Fire of 2010.

The project area is in an area of high archaeological site density (Barrett 2010). The area has been previously inventoried for archaeological sites through several pedestrian surveys performed before the Schultz Fire and flood events of 2010. Therefore, site locations are known and well documented, but due to ground visibility limitations at the time site recordings were performed, site extents or site boundaries are less understood.

Prior to the Schultz Fire of 2010, archaeological sites in the project area remained in stable condition. With the Schultz Fire, sites that were subjected to high burn severity showed damage from stump holes, cracking/spalling of masonry rock, and soot/smoke damage, as well as the continued risk to site integrity from dead standing trees on archaeological features (Haines and Lyndon 2010).

The effects of flooding to archaeological sites in the project area are less understood as there was little monitoring subsequent to flood events. Recent revisiting of several sites in the project area has shown that generally sites remained intact as they are usually situated on ridges between drainages and upslope from areas where drainages overflowed their banks.

However, based on GIS analysis, some sites have likely been damaged by drainage channelization. Sites closer to the urban interface, further downslope on the alluvial fan, were likely affected by debris flows. Inventory and monitoring of these sites is required to better assess current condition.

Cultural Resource Surveys

During the last 35 years, a minimum of 10 archaeological surveys, enacted for National Historic Preservation (NHPA) compliance were completed in the Schultz Sediment Reduction project area. Archaeological surveys are pedestrian in nature, resulting from field personnel walking the landscape. These surveys resulted in the inventory of the entire area of potential effect. All sites have been recorded or revisited within the last ten years; surveys were to current standards (see Heritage Specialist Report in the Project Record for more information about completed surveys).

Cultural Resource Sites

Per the Coconino National Forest heritage geodatabase, a total of 58 archaeological sites and one Traditional Cultural Property are documented in the Schultz Sediment Reduction project area.

These cultural resource sites can be simplified into 53 prehistoric, 2 historic sites, 3 sites with both historic and prehistoric components. All recorded prehistoric sites are considered Northern Sinagua in nature. The Sinagua are a prehistoric culture group, defined by archaeologists, who made brown ware pottery and lived east of the San Francisco Peaks from AD 700-1300 (Pilles, 1981). Of these Sinagua sites, At least 9 date to the Rio de Flag Phase (AD 960-1063) or earlier. Other sites date to the Angell-Winona Phase through the Padre Phase (AD 1064-1160). One site may have a Cohonina component. Sinagua sites in the project area are dominated by small field house sites and pit house habitation sites (usually 1-4 pit houses). At least 4 sites have substantial above-ground masonry that may represent small pueblo dwellings. The project area appears to have been abandoned by the Sinagua prior to AD 1200.

Historic sites consist of railroad segments, historic trash scatters, and now destroyed trestle. Railroad segments are a part of the Greenlaw North Railroad system described in Stein (1993). These segments of railroad were likely used in 1913-1914 (Stein 1993:18).

The project also falls within the extent of the San Francisco Peaks Traditional Cultural Property (Peaks TCP). This property includes the greater extent of the San Francisco Peaks and is sacred to as many as 13 tribes in Arizona and New Mexico. Although the Peaks TCP has not been listed to the National Register of Historic Places (NRHP), it has been determined eligible to the NRHP and managed to this standard. A formal boundary of the TCP has yet to be mapped; however, a mining exclusion area is used by the forest to manage for the TCP's extent. Administratively the area encompasses over 76,000 acres.

All sites have either been determined eligible to the National Register of Historic Places (NRHP) or are unevaluated and managed as eligible. Two sites are rock art sites that are no longer visible subsequent to the Schultz Fire. A previously eligible railroad trestle was destroyed by the fire as well and is no longer eligible. This was previously observed during the Schultz BAER Assessment (Haines and Lyndon 2010) but formal consultation on eligibility with the Arizona SHPO was not included as a part of that report.

Pre-fire mapping of archaeological sites within the project area indicate that a number of sites are near enough to proposed disturbance areas to raise concern about disturbance of cultural resources. Many of these sites are within known floodways and may have already been disturbed by flood events. Others may be impacted by erosion as channel banks continue to erode.

Archaeological sites in the Schultz Sediment Reduction Project area are of high resource value. They yield information regarding past lifeways, settlement, and culture. Most of these sites have already been determined eligible to the National Register of Historic Places. The Coconino National Forest Land Management Plan (1987) encourages management to strive to achieve a determination of "No Effect" to cultural resources for project undertakings. The desired condition would therefore result in no further disturbance that would result in the loss of integrity to archaeological sites in the project area.

Environmental Consequences

Alternative 1 – No Action

Direct, Indirect and Cumulative Effects

Under this alternative, the existing conditions described above would continue. It is possible that some archaeological sites may be damaged through continuing natural processes of bank erosion exacerbated by post-fire stream channelization. Sites may be undercut from their bank and erode into stream corridors, thus potentially removing archaeological deposits and resulting in a loss of irreplaceable data. At risk also is the exposure of human remains, which would require the Coconino National Forest to consult with affiliated tribes and perform re-internment in an area not threatened by erosion.

Alternative 2 – Proposed Action

Direct, Indirect and Cumulative Effects

The Proposed Action is ground disturbing in nature, and sites may be directly in the area proposed for treatment activities. These sites would be analyzed on a site by site basis prior to

work occurring in those areas to determine if protection or avoidance is the best alternative for each site. If protection is required, appropriate bank protection would be developed in consultation with forest archaeologists and Natural Channel Design engineers. Types of bank stabilization methods likely to be employed are listed in Appendix A. It is expected that if unexpected discoveries are encountered during implementation, project activities would stop and appropriate personnel would be consulted.

Similar to the effects discussed under the No Action Alternative, after project activities were implemented, it is possible that some archaeological sites may be damaged through continuing natural processes of bank erosion. Sites may be undercut from their bank and erode into stream corridors, potentially removing archaeological deposits and resulting in a loss of irreplaceable data. At risk also is the exposure of human remains which would require the Coconino National Forest to consult with affiliated tribes and perform re-internment in an area not threatened by erosion. In such instances, treatment would benefit the stabilization of these sites and likely mitigate the risk of exposure and erosion of archaeological deposits and human remains.

A possible indirect effect is the inadvertent discovery of buried archaeological deposits within the project area that have not been identified through previous archaeological surveys. Archaeological monitoring is a standard mitigation for this possible indirect effect.

Silviculture

The Proposed Action calls for up to 462 acres of potential disturbance, with approximately 71 acres proposed for sediment storage enhancement work. The silviculture analysis analyzed for the possibility that all trees and vegetation would be removed from those sediment storage acres, along the bottoms of the stream channels, and also that any overhanging trees along the channel banks during the course of channel stabilization work.

Existing Conditions

As stated in the Proposed Action, the project is within the 2010 Schultz Fire burn area. Within the project area, the forest was affected to varying degrees by the fire. Most of the trees and vegetation in areas that experienced high to moderately burn severity were killed by the fire. Two hundred and nineteen acres of the proposed areas of disturbance occur in the high and moderate burn severity areas.

The areas of low intensity burn may have some fire related mortality; however most trees survived and the forest structure is intact. The remaining 243 acres of the Proposed Action occur in areas of low severity or no burn areas. For the purpose of the analysis these areas will be considered to have a functional and intact forest.

According to data from the Jack Smith / Schultz (2008) and Eastside (2006) Fuels Reduction and Forest Health Projects, the average basal area in the ponderosa pine forest is between 100 and 150, and trees per acre averaged between 150 and 250. All of the areas within the project area were analyzed for fuels reduction and forest health restoration treatments under those two projects, and were to be treated.

Environmental Consequences

Alternative 1: No Action

Direct, Indirect and Cumulative Effects

In the context of effects to individual trees, forest structure, and forest health, effects from the No Action alternative could involve loss of trees, snags, and understory vegetation to continued channel erosion, and a longer period for reestablishment of vegetation. Effects from this alternative would be counteracted to some degree by the on-going re-planting efforts covered under the Schultz Fire Reforestation and Site Preparation Categorical Exclusion (2011).

Alternative 2: Proposed Action

Direct and Indirect Effects

The trees and vegetation that occur within the 219 acres of high and moderately burn severity areas are mostly dead. The Proposed Action of cutting and utilizing dead trees within the channels would not significantly affect the current conditions of the stands. It is unlikely there would be any natural regeneration of trees in the areas that would be disturbed at this time. There are some areas of alligator juniper and Gambel oak which occur in the general area of the Proposed Action. Alligator juniper and Gambel oak sprout from their root systems when they are top killed. There may be an occasional alligator juniper or Gambel oak in the stream channels which may be removed by the Proposed Action. The majority of the alligator juniper and Gambel oak occur in rocky areas and on ridges within the Schultz fire area, and any junipers and oak lost would have minimal impact to the species in the area.

In the 235 acres of the low or no burn areas, it is recognized that most of the live trees would not be cut within those areas. Openings associated with sediment storage area enhancement activities would generally be less than 4 acres each. If the Proposed Action were to leave groups or clumps of trees within the channels and sediment retention basins, this would be similar to the effect created by the northern goshawk guidelines in the Forest Plan. The goshawk guidelines allow for the creation of openings of up to 4 acres in size and no greater than 200 feet wide. Even though the intent is not to manage for the goshawk, the treatment may have effects similar to a goshawk treatment. Those areas which receive treatment similar to a goshawk treatment would require no further consideration for treatment in the near future. Because these treatments are creating areas of sediment storage, it is likely that some natural regeneration would occur on the edges of treatment areas where there is exposed mineral soil. The removal of live trees along the stream banks and within the sediment basin would likely result in an increase in understory response of the grasses and forbs in those areas that are not experiencing annual sediment deposition.

The cutting of live trees and leaving them on site does have the potential to build up local populations of bark beetles. The project proposes using mostly fire killed trees for the sediment retention structures and utilize the existing wood chips for mulching. This would help to reduce to potential for a bark beetle population build up due to this project. It is also unlikely that any live trees that are utilized for sediment control structures would provide significant food source for bark beetles. While the chips of live trees would not be a food source for bark beetles, the chipping of live trees could attract bark beetles to the area which could impact fire-stressed trees.

Cumulative Effects

The effect of creating a series of sediment catchment basins within the high severity burn area where all the trees are dead would have no effect on forest health and structure. Live trees would not be targeted for cutting, and very little (if any) natural regeneration has occurred in the proposed project area. Outside of the burn (near the Forest Service boundary) and within the low severity areas, the Proposed Action would have the effect of changing the forest structure by creating openings up to 4 acres. This is an action which is very similar to what would have been implemented in this area by the Jack Smith / Schultz and Eastside projects. The Proposed Action would be creating more openings adjacent to the very large openings created by the Schultz fire; however it is unlikely to compromise the forest structure and function on a larger scale. The Schultz Fire is in the process of being reforested, and the openings created by this project would likely regenerate naturally over time. There may be some small areas that would be rendered unsuitable for timber production. Again on a landscape scale analysis level (~10,000 acres) those small openings would not affect the function and overall structure of the forest.

Forest Plan Compliance

The Proposed Action analyzed above was determined to comply with the Coconino Forest Land Management Plan standards and guidelines (1987, as amended), as well as all applicable laws and regulations. Resource specialist reports in the project record document this compliance in detail (located at the Flagstaff Ranger District Office).

Chapter 4 - Consultation and Coordination

The Forest Service coordinated with Coconino County, Natural Resources Conservation Service (NRCS), and Natural Channel Designs in the development of the project's Proposed Action and design features. The Forest Service also consulted and notified the following individuals, Federal, state and local agencies, tribes and non-Forest Service persons during the development of this environmental assessment, as well as an additional 1,424 local residents:

FEDERAL, STATE, AND LOCAL AGENCIES

Coconino County Board of Supervisors	National Resources Conservation Service
United States Fish and Wildlife Service	Arizona Department of Game and Fish
Flagstaff Chamber of Commerce	Flagstaff City Council
National Park Service-Flagstaff Area National Monuments	
Rocky Mountain Research Station	

TRIBES

Fort McDowell Yavapai Nation	Yavapai-Prescott Tribe
Havasupai Tribe	Navajo Nation
Hopi Tribe	Navajo Bodaway/Gap Chapter
Hualapai Tribe	Navajo Leupp Chapter
Pueblo of Zuni	Navajo Lechee Chapter
San Carlos Apache Tribe	Navajo Coalmine Canyon Chapter
Tonto Apache Tribe	Navajo Nation Cameron Chapter
White Mountain Apache Tribe.	Coppermine Chapter
Yavapai-Apache Nation	

ORGANIZATIONS

APS
Black Bill Park Neighborhood Association
Arizona Trail Association
Flagstaff Biking Organization
Grand Canyon Trust
Ecological Restoration Institute
Friend of Northern Arizona Forests
Wildearth Guardians
Center for Biological Diversity
The Nature Conservancy
Greater Flagstaff Forests Partnership
Sierra Club – Grand Canyon Chapter

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Chapter 6 – List of Preparers

The following Forest Service Interdisciplinary Team Members prepared this Environmental Assessment:

USFS COCONINO NATIONAL FOREST, FLAGSTAFF RANGER DISTRICT

Core Members

Erin Phelps
Tom Runyon
Andy Stevenson
Cary Thompson
Debra Crisp
Jeremy Haines
Frank Thomas

Responsibilities

Project Lead/NEPA Coordination
Soils and Watershed
Silviculture
Wildlife
TES Plants/Invasive and Noxious Weeds
Heritage Resources
GIS

Consulting Members

Michael Bathen
Gary Hase
Mike Dechter
Brian Poturalski
Joe Luttmann
Brienne Magee

Responsibilities

Engineering
Range
Planning
Recreation
Timber
District Public Affairs Officer

Appendix A – Channel Stabilization Structures

The following are detailed descriptions of the potential channel stabilization structures for use in the Proposed Action. Additionally, these structures could be utilized to protect archaeological sites, as to be determined by site-specific analysis.

Toe Rock

Toe rock is utilized to protect streambanks in areas that would likely experience high erosion forces. Toe rock consists of locally sourced rock sized to resist movement by stream shear forces. Rock would be selected from bank excavation spoils. It is placed as an interlocking bed of specified thickness to resist erosive forces. Rock is placed at the toe of the eroding bank from the bankfull elevation down to below the stream grade.

Root Wad

Root wads are utilized for streambank protection. The practice consists of placement of entire root wads (with bole attached) into the stream bank. The root wad faces upstream into the oncoming water and reduces the force exerted on the streambank. The bole of the tree (~10 feet) is buried in the streambank and counterweighted with larger boulders.

J-Hook Structure

These structures are utilized to decrease near-bank stress by redirecting high velocity gradients away from the streambank and placing the erosive currents in the center of the stream. The structure also provides energy dissipation. The appearance of the structure creates a visual representation of logs or rocks that have naturally been incorporated into the stream. Because the logs are embedded deep into the bank and bed, and are counter-buttressed with native rock, they are stable under flood flows. Log structures have a longer life if they are installed in perennial systems that keep the wood saturated and delay decay. While these channels are all ephemeral, the short growing season and relative aridity of area improve the lifespan of log structures to a point where it is reasonable to expect approximately a decade from large sound logs.

Log Vane

The log vane is utilized to slow velocities along the outside of a bend and re-center the highest velocities towards the center of the stream. The vane is constructed of a single large log, partially buried in the bank. The logs angles upstream at an angle less than 30 degrees from the tangent of the bank curvature. The log extends approximately 1/3 the bankfull width into the stream. The log is sloped into the bed of the stream from the bankfull height at 7% or less. The buoyancy and shear forces on the log are counterbalanced by rock counterweights.

Rock Vane

This structure is adapted for ephemeral and perennial streams for near-bank stress reduction and energy dissipation. The hydraulic function is similar to the log vane structure, but it is constructed with natural rock making it adaptable to ephemeral streams and larger perennial channels. Because the availability of extensive rock is present, the costs of this structure can be reasonable and its appearance in the channel would not be unnatural. Rocks are sized according to the shear forces exerted on them at each flow.

Rock Cross-Vanes

This structure decreases near-bank stress and provides grade control. It is adaptable to both ephemeral and perennial channels. This structure prevents downcutting of stream channels and provides floodplain connectivity. Rock veins are constructed by forming a V-shaped weir across the stream with appropriately sized boulders. The weir is lower in the center than on the sides and helps to center the flow of the channel and pass sediment. The sides of the weir are tied into the banks with wings constructed of rocks that prevent the channel from cutting around the grade control.

Rock & Roll, Log & Rock Structures

These grade control and energy dissipation structures match natural features of stable stream types. The structures also redirect erosive flow currents from streambanks to decrease near-bank shear stress and add flow resistance to dissipate excess energy. The structure acts to form a riffle formation in the stream. The structure is built of logs laid across the bed of the stream in a criss-cross manner. The logs overlap each other at the ends and the upstream end of the log is lower in the streambed than the downstream end. Angles between the logs and the stream bank can vary from about 60 to 85 degrees. Logs are counter weighted with large rocks to compensate for buoyancy and shear forces. Stream bank protection is required at the end of the structure where the flows are directed at the streambank, A root-wad or large boulder is placed at this point to provide solid bank protection and break up the directed flow.

Rock Step–Pool Structures

These structures are recommended for steep and moderately steep stream types to create step–pool morphology for energy dissipation, grade control and streambank stabilization. The feature is constructed of large boulders, intermixed with smaller rocks to form a step-pool reach. The pool lengths, depths and drop heights are determined by the design slope and bankfull width.

Appendix B – Best Management Practices

By design, the proposed action is an effort to improve watershed conditions by including treatments to reduce stream bed and bank erosion and enhance sediment storage where appropriate to prevent its transport downstream. The U.S. Army Corps of Engineers has determined that there are no jurisdictional waters within the analysis area and therefore, the proposed work is not subject to permitting under section 404 of the Clean Water Act. It is, however, recognized that proposed treatment activities themselves would cause disturbance of soils and may locally alter the rainfall/runoff response in currently undisturbed areas which would be used for equipment access and staging.

To minimize the construction-related impacts to soils and water resources, all proposed work would be accomplished under an Arizona Pollutant Discharge Elimination System (AZPDES) permit with preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP) and using Forest Service best management practices (BMPs). SWPPP-related best management practices for reducing erosion and preventing sediment transport from construction activities would include re-seeding of all disturbed areas and installation of such measures as silt fences and straw wattles to minimize sediment movement. Construction activities would be timed to avoid disturbance during periods most likely to experience flow generating storm events. The exact SWPPP-related erosion control measures would be developed during final project design with SWPPP implementation by the construction contractor. Additional measures to minimize construction-related disturbance would include use of existing roads as access roads to the extent possible (e.g., approximately 14.2 miles of existing roads would be used as temporary access roads whereas only approximately 1.3 miles of new access roads would be created). All new access roads and approximately 5.3 miles of existing access roads would be decommissioned upon completion of construction. The proposed action also includes another roughly 52 miles of existing road decommissioning, which would be accomplished at a later date than proposed treatment activities. Forest Service BMPs that would be implemented are derived from Forest Service Handbook (FSH) 2509.22 – Soil and Water Conservation Practices Handbook. Implementation would occur through incorporation in the SWPPP. Applicable BMPs from this handbook and a description of their purpose is as follows:

BMP 25.16- Soil moisture and wetland limitation for equipment operation vehicle use. This BMP is to prevent compaction, rutting, and gulying which may occur from equipment operations during wet periods. Implementation of this BMP would occur through the SWPPP and would be triggered when soil moisture conditions are such that damage to soil would occur from vehicular use of roads, equipment staging areas, and other areas subjected to vehicular equipment operation. Indicators such as depth of rutting would be used to determine conditions that could lead to resource damage.

BMP 41.14 – Control of Road Drainage. This BMP is to prevent erosion associated with concentrated flow on roadbeds and would include implementation of any or all of the following on access roads within the project area: use of properly installed culverts with outlet energy dissipation for drainage channel crossings; and use of cross drains, roadside drainage ditches, rolling dips, lead out ditches, and other features to insure positive drainage of roads.

BMP 41.18 – Servicing and Refueling of Equipment. This BMP is to prevent the discharge of pollutants such as petroleum-related products, sewage, and other harmful materials from being discharged to drainage channels. Implementation would be through the designation of servicing and refueling areas in upland areas with appropriate spill prevention and protective measures consistent with 40 CFR part 112, if applicable.

BMP 41.3 – Obliteration of roads. This BMP is to reduce erosion associated with roads that are designated as closed under TMR and no longer needed for administrative purposes. Implementation of this BMP would include any or all of the following: effective raining and blocking of applicable roads; removal of temporary culverts at channel crossings and restoration of natural drainage configuration; revegetation through ripping, scarification and reseeding; and reshaping of cut and fill slopes to restore natural drainage patterns.

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number		2. Amendment No.		3. Award/Project Period		4. Type of Award Instrument																	
5. Agency: Natural Resources Conservation Service (NRCS) (Name and Address)				6. Recipient Organization: (Name and Address)																			
								DUNS:		EIN:													
7. NRCS Program Contact:		8. NRCS Administrative Contact:		9. Recipient Program Contact:		10. Recipient Administrative Contact:																	
11. CFDA Number		12. Authority		13. Type of Action		14. Project Director																	
15. Project Title/Description:																							
16. Entity Type: <input type="checkbox"/> Profit <input type="checkbox"/> Nonprofit <input type="checkbox"/> Higher Education <input type="checkbox"/> Federal <input type="checkbox"/> State/Local <input type="checkbox"/> Indian/Native American <input type="checkbox"/> Other																							
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19. APPROVED BUDGET																							
Personnel	\$ _____	Fringe Benefits	\$ _____																				
Travel	\$ _____	Equipment	\$ _____																				
Supplies	\$ _____	Contractual	\$ _____																				
Construction	\$ _____	Other	\$ _____																				
Total Direct Cost	\$ _____	Total Indirect Cost	\$ _____																				
Total Federal Funds Awarded	\$ _____	Total Non-Federal Funds	\$ _____																				
Total Approved Budget	\$ _____																						
<p>This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.</p>																							

Name and Title of Authorized Government Representative	Signature	Date
Name and Title of Authorized Recipient Representative	Signature	Date

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

DRAFT

INSTRUCTIONS FOR NOTICE OF GRANT/AGREEMENT AWARD

1. Award Identifying Number:
Agreement number
2. Amendment No.:
Amendment number (if applicable)
3. Award/Project Period:
Start and end date of project
4. Type of Award Instrument:
Cooperative, Grant, or Contribution
5. Agency:
Name, Address, City, State, ZIP Code
6. Recipient Organization:
Name, Address, City, State, ZIP Code, DUNS (Data Universal Numbering System), and EIN (employee identification number)
7. NRCS Program Contact:
Name and contact information of person to be contacted on matters involving the programmatic aspects of the agreement
8. NRCS Administrative Contact:
Name and contact information of person to be contacted on matters involving the administrative aspects of the agreement
9. Recipient Contact:
Name and contact information of person to be contacted on matters involving the technical aspects of the agreement
10. Recipient Administrative Contact:
Name and contact information of person to be contacted on matters involving the administrative aspects of the agreement
11. CFDA Number:
The Catalog of Federal Domestic Assistance number under which assistance is requested
12. Authority:
Authority under which the agreement is entered into
13. Type of Action:
Select one type of action:
 - i. New Agreement.—Agreement awarded for the first time
 - ii. Amendment/Revision.—Any change in financial obligation or deliverables
 - iii. Extension.—Extend performance period
14. Project Director:
Name and contact information of recipient's project director or principal investigator (if applicable)
15. Project Title/Description:
Brief description of the purpose of the agreement
16. Entity type:
Type of recipient
17. Funding:
Federal amount of the award and the non-Federal amount to be contributed to the project
18. Accounting/Appropriation Date:
Provide the following:
 - i. Financial Code.—Accounting classification code
 - ii. Amount.—Self explanatory
 - iii. Fiscal Year.—Self explanatory
 - iv. Treasury symbol.—Self explanatory
19. Approved Budget:
Totals for each budget category

**OPERATION AND MAINTENANCE PLAN AND AGREEMENT
FOR
SCHULTZ FIRE-FLOOD ASSISTANCE AREA
WATERSHED RESTORATION MEASURES ON COCONINO NATIONAL FOREST
EWP PROJECT
COCONINO COUNTY, AZ**

THIS AGREEMENT made on this _____ day of _____, 2012, by and between Coconino County Flood Control District, hereinafter called the Sponsor, and the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter called the NRCS:

The Sponsor and NRCS agree to carry out the terms of this agreement for the Operation and Maintenance (O&M) of the EWP structures implemented for the SCHULTZ FIRE-FLOOD EWP Project.

I. General

Practices covered by this agreement are identified as:

- Channel Stabilization
- Grade Stabilization
- Access Road
- Critical Area Planting

This plan defines responsibilities for inspecting and maintaining the restoration measures located on Coconino National Forest within the Schultz Fire-Flood Assistance Area, Coconino County, Arizona. The Sponsor's responsibility for O&M begins when a project is determined complete by NRCS. This responsibility shall remain in effect for up to three (3) years from the date the watershed restoration measures covered by this Agreement.

The Sponsor is responsible for financing the operation and maintenance activities identified in this Agreement.

A. The Sponsor shall:

1. Complete all normal maintenance, repair, or replacement activities within a reasonable time after the identification of such need; as determined by the Sponsor working with the NRCS, without cost to NRCS. "Normal" maintenance activities are defined as maintenance activities resulting from precipitation events up to the Sponsor's (Coconino County) Post Disaster Design Storm Standard as applied to each Schultz Flood Corridor. The Sponsor is not responsible for repairing or maintaining watershed restoration measures damaged by precipitation events in excess of the Post Disaster Design Storm Standard as applied to the specific flood corridor.
2. Obtain prior NRCS approval of all plans, designs, and specifications for any maintenance work deviating from the O&M plan or any planned alteration to the project or structural practices;

3. Notify NRCS of any proposed agreement to be entered into with other parties for the operation or maintenance of all or any part of the project, and provide NRCS with a copy of the executed agreement after it has been signed by the Sponsor and the other party. Such agreements will not negate the Sponsor's responsibilities as stated in this Agreement;
4. Provide NRCS personnel or its agents the right of free access to the project site at any reasonable time for the purpose of carrying out terms of the agreement;
5. Comply with Federal, State, local, and tribal laws and regulations in the operation and maintenance of the structure; and
6. Consider air and water quality, sediment control, and other environmental concerns in the operation and maintenance of the structures.

B. The NRCS will:

1. Upon request of the Sponsor and at the discretion of the State Conservationist, NRCS personnel may assist the Sponsor while conducting monitoring in order to provide technical assistance in the operation, maintenance, and replacement of structures or components thereof.

II. Operation

There are no operational activities associated with the USFS watershed restoration measures.

III. Inspections/Monitoring Plan

The Sponsor shall inspect the measures as specified in this O&M Plan and Agreement. Protocols for inspecting and reporting are described in the Monitoring and Performance Plan that is included as an appendix to this Agreement. NRCS may inspect the structures at any reasonable time during the period covered by this Agreement.

Monitoring activities will include repeat photography of key watershed areas. Cross section and longitudinal profile measurements of both alluvial fans and channels will be employed if significant changes in stream channel stability are observed.

- A. The Sponsor shall perform visual inspections after major storm events and shall conduct photo monitoring in the fall after monsoon runoff has ended to determine if the watershed restoration measures are functioning properly or if maintenance is needed. It is recommended that inspections take place pre-winter (October-November). All items listed in the section, "Maintenance" should be included in each inspection.
- B. Inspections shall be performed to identify the following deficiencies, if applicable, and identify potential necessary corrective measures:
 1. Check alluvial fans for erosion or significant incisions.
 2. Check restored channels for changes in width or depth outside the design ranges for specific stream types as defined by the Rosgen classification system.
 3. Check channel structures for erosion, displacement, accelerated weathering and/or decay.
 4. Check that low water crossings are in good condition.
 5. Check for desirable vegetative coverings.

- C. Any unusual areas of concern observed between periodic inspections shall be reported immediately to the local NRCS District Conservationist.

IV. Maintenance

The watershed restoration measures are designed to remain stable within the bounds of natural variation without maintenance. Significant changes in channel dimension that change the channel type (Rosgen Channel Classification) may trigger the need for maintenance. Maintenance activities will be driven by results from monitoring these areas and an assessment of the potential and/or actual impacts to downstream flood mitigation measures.

It is the responsibility of the Sponsor to ensure that the following operation and maintenance items, as a minimum, are addressed if identified as areas of concern in annual reports. A schedule for corrective actions shall be developed for completion of identified maintenance work in a timely manner.

All maintenance efforts shall be performed to insure practice integrity and to maintain the restoration measures for the intended design life.

1. Sediment Storage Area Enhancement Areas – Re-grade and/or reshape if necessary to maintain design grade and dimensions.
2. Stream Channel Stability – Re-grade and/or reshape if necessary to maintain design grade and dimensions.
3. Channel Structures - Replace or repair to original grade if necessary to ensure structural integrity. Remove foreign debris that hinders system operation if necessary.
4. Low Water Crossings – Forest roads will continue to be maintained by Coconino National Forest. Maintain roadway surface, which may include periodic grading or reshaping. Remove debris, if necessary, that may accumulate at the stream crossing to prevent blockage and to maintain flow capacity. Culverts and other inappropriate drainage appurtenances that concentrate flows shall not be installed in low water crossings that cross alluvial fans.
5. Critical Area Planting – Maintain vegetated areas in adequate cover to meet the intended purpose(s); this may include reseeding.

V. Records

The Sponsor shall maintain the following records in a permanent file at their office:

- A. A record of all inspections and corrective actions taken.
- B. As-built drawings; permits; and related material.
- C. Photographs at the time of construction.
- D. Photographs at the time of inspection.
- E. Photographs of any failures or maintenance needs, before and after repair.
- F. Cross-section and profile survey results.

Copies of all monitoring and inspection reports shall be provided to NRCS.

The personnel responsible for conducting the inspections shall prepare the written report of each inspection and provide a copy to the NRCS State Conservation Engineer within 30-days from the date the inspection was conducted.

VI. Hazard Concerns

There are no specific hazards arising from the installation of these practices.

VII. Violations

This O&M Plan and Agreement is a legally binding contract which shall be enforced as necessary to protect the interests of the government and the general public.

If NRCS determines that the Sponsor has failed to comply with the provisions of this O&M Plan and Agreement, then the Sponsor agrees to promptly implement corrective action to achieve compliance with the terms of this Agreement. The Federal government shall have the right to take any further actions it deems necessary.

VIII. Review and Revision of this Agreement

This O&M Plan and Agreement may be revised by mutual consent of both the Sponsor and NRCS.

IX. Signatures

COCONINO COUNTY

By: _____

Name: Elizabeth C. Archuleta

Title: Chair, Coconino County Flood Control District Board of Directors

Date: _____

**UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL
RESOURCES CONSERVATION SERVICE**

By: _____

Name: _____

Title: _____

Date: _____

Attachment D

U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-78
5-88

**ASSURANCES RELATING TO
REAL PROPERTY ACQUISITION**

A. PURPOSE — This form is to be used by sponsors) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation of project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

B. PROJECT MEASURES COVERED —

Name of project _____
Identity of improvement or development _____
Location _____

C. REAL PROPERTY ACQUISITION ASSURANCE —

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; and this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or is hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS —

The undersigned sponsors) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsors) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

This form was electronically produced by National Production Services Staff

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

(Name of Sponsor)

By: _____

Title: _____

Date: _____

This action authorized
at an official meeting _____
_____ on _____
day of _____, 20____
at _____
State of _____

Attest: _____
(Name)

(Title)

(Name of Sponsor)

By: _____

Title: _____

Date: _____

This action authorized
at an official meeting _____
_____ on _____
day of _____, 20____
at _____
State of _____

Attest: _____
(Name)

(Title)

DRAFT

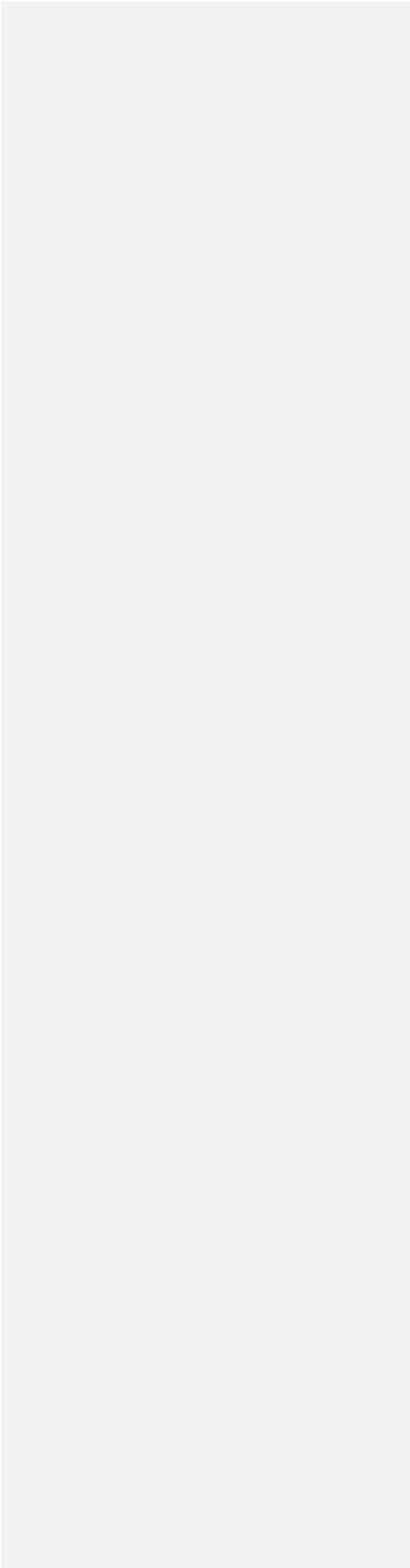
Monitoring and Performance Plan

Schultz Fire-Flood Assistance Area Emergency Watershed Protection (EWP)

Task 4.5 Watershed Restoration Measures on
Coconino National Forest



September 2012 January 2013



DRAFT

Monitoring and Performance Plan

Schultz Fire-Flood Assistance Area Emergency Watershed Protection (EWP)

Task 4.5 Watershed Restoration Measures on Coconino National Forest

Prepared for /Submitted to:



Coconino County
Public Works Department
Flood Control District
5600 East Commerce
Flagstaff, AZ 86004



**Natural Resources
Conservation Service (NRCS)**
230 N. 1st Ave, Suite 509
Phoenix, AZ 85003-1733



Coconino National Forest
Supervisor's Office
1824 S. Thompson St
Flagstaff, AZ 86001

Prepared by:



Natural Channel Design, Inc.
206 South Elden Street
Flagstaff, AZ 86001

January ~~2012~~2013

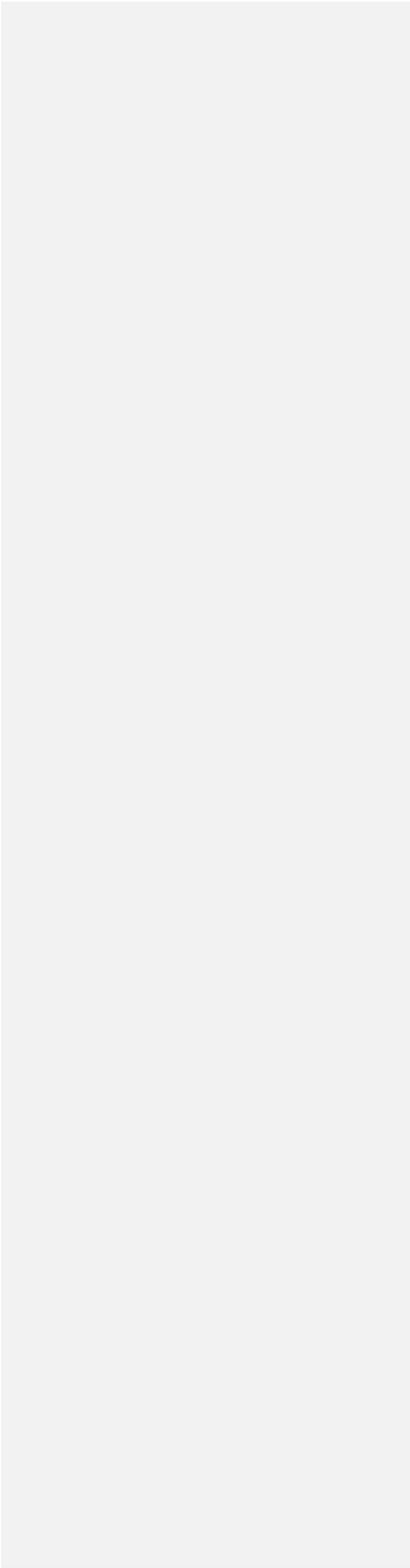


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Background - Project Description

The Watershed Restoration Project on the Coconino National Forest (Task 4.5) is an emergency treatment plan under the Schultz Emergency Watershed Protection (EWP) program sponsored by Coconino County (NCD, 2011 and 2012). Schultz EWP project goals are to provide immediate and long-term flood protection and watershed restoration benefits to offset the continued impacts and threats by flooding, erosion, and debris damage as a result the June 2010 Schultz fire.

In June 2010, the Schultz Fire burned over 15,000 acres on the San Francisco Peaks in the Coconino National Forest just north of Flagstaff, AZ ([Figure 1](#)~~Figure 1~~[Figure 1](#)). The Schultz burn area is located on steep mountain slopes uphill of an established rural residential area. The developed area is located on flatter slopes at the base of the mountain. The national forest boundary is located just upstream of the residential neighborhood. Summer monsoonal rains immediately following the 2010 fire caused landslides in the steeper portions of the watershed and much higher than normal runoff from the watershed. The high flows created many continuous reaches of incised channels with highly erodible streambanks on U.S. Forest Service (USFS) lands. These high flows caused widespread flooding and deposited large amounts of sediment throughout the residential area as the watershed slopes flattened. While many areas of the watershed have lost all soil and will never recover their ability to retain runoff, other areas will likely recover to some degree as vegetation becomes established. The time frame for recovery is unknown. Estimates range from five to more than twenty years before watershed runoff and sediment yield are reduced to substantially lower levels, however, it will be considerably longer than that before dense forest and a pre-fire hydrologic regime can be re-established.

The purpose of the proposed watershed restoration measures is to reduce sediment supply and transport from channels on USFS lands by restoring stream channels and alluvial fans damaged by post fire flooding to proper functioning condition. This will be accomplished primarily through the stabilization of eroding streambanks and the rejuvenation and enhancement of in-channel sediment storage areas (alluvial fans). Reductions in sediment loading are needed in order to design and construct flood relief channels that can safely route flood-waters and sediment through residential areas. However, the proposed activities are all aimed at enhancement of natural processes that are occurring in the watershed to speed up the recovery of natural watershed function in a post-fire hydrologic regime. An additional benefit to the watershed restoration measures is greater predictability for the location of future flood flows, up to the project design storm used to design the watershed restoration measures.

Speeding up of the recovery period will shorten the period of active alluvial fan aggradation by limiting the sediment supply and ease the burden of sediment related damage and maintenance currently experienced by downstream private landowners. Flooding from increased runoff will continue until forest is reestablished over the watershed, however high sediment loads derived from bank erosion and unstable channels can be alleviated by correcting the damage caused by the initial flooding. While watershed recovery from the catastrophic fire is expected to take many years, the channel work proposed in this project should speed recovery of erosional processes and limit the amount of sediment lost from forest lands.

The proposed practices and locations for watershed restoration have been reviewed and approved through an Environmental Assessment conducted by the U.S. Forest Service under the National Environmental Policy Act (NEPA) with the Decision Notice and Finding of No Significant Impact (FONSI) -signed on July 19, 2012. The approved assessment included the need for monitoring and maintenance of the

installed practices to insure project success. This document outlines the monitoring plan that would inform the need for any maintenance activities and document the effectiveness of the practices.

Location

The project includes watershed restoration measures on the Coconino National Forest. The proposed channel restoration projects correspond to the eight watersheds upslope of the residential area. Treatments would be primarily confined to the land east of Forest Road 420 and the National Forest boundary at Black Bill Park (Figure 1 Figure 1 Figure 1). Each watershed will have a unique design plan based on channel conditions and geomorphic setting within the watershed. The monitoring plan outlined below will be applied to each watershed with specifics for locations of monitoring sites to be based on each individual plan.

Project Objectives

The purpose of the watershed restoration measures component of the Schultz Fire – Flood Emergency Watershed Protection project is to enhance the natural recovery of damaged channels in the burn area with minimal maintenance of the proposed practices. The primary purpose of this project is to reduce the amount of sediment transported by floodwaters produced from the burn area on the Coconino National Forest in order to support efforts by Coconino County (County) to channel runoff water through private land. There is a need to reduce streambank erosion and ease the burden of sediment-related damage and maintenance currently experienced by the Forest and downstream private landowners. However, as work on National Forest is closely tied to work on private lands, if work is not performed on private land to safely conduct flows all the way through residential areas, no work would be authorized on the National Forest.

The objectives of the project are to:

1. Restore natural stream function by restoring appropriate channel dimension, pattern and profile to flood damaged channels
2. Reduce erosion and sediment transport across the USFS boundary by stabilizing channels and restoration and enhancement of damaged alluvial fans.
3. Manage watershed sediment production through the use of naturally occurring stable stream morphology and function
4. Provide a successful example for other post-fire recovery efforts by providing sediment reduction practices that work within the management criteria for public lands and open space.

The major practices that will be utilized in the watershed restoration plans include:

Sediment Storage Area Enhancement – Restoration and enhancement of existing alluvial fans that reduce sediment transport and store sediment for long periods of time. This practice includes the use of onsite materials to repair gullies through existing alluvial fans and create wide shallow channels with low sediment transport capacity.

Channel Stabilization – Restoration of channel morphology to stable ‘A’ or ‘B’ channel morphology to reduce sediment source from banks and channel beds. This will include mechanical reshaping of channels and construction of appropriate channel roughness to resist erosion and slow water velocities.

Access Roads – Opening of existing closed roads or creation of new roads to allow equipment access to project sites. All reopened or new roads will be closed at the end of the construction period.

Staging/Refueling/Washing Areas – Establishment and closure of temporary sites for equipment maintenance and materials stockpiles.

Revegetation – Resestablishment of appropriate native vegetation on channel banks and disturbed sites through the application of native grass seed and mulch.

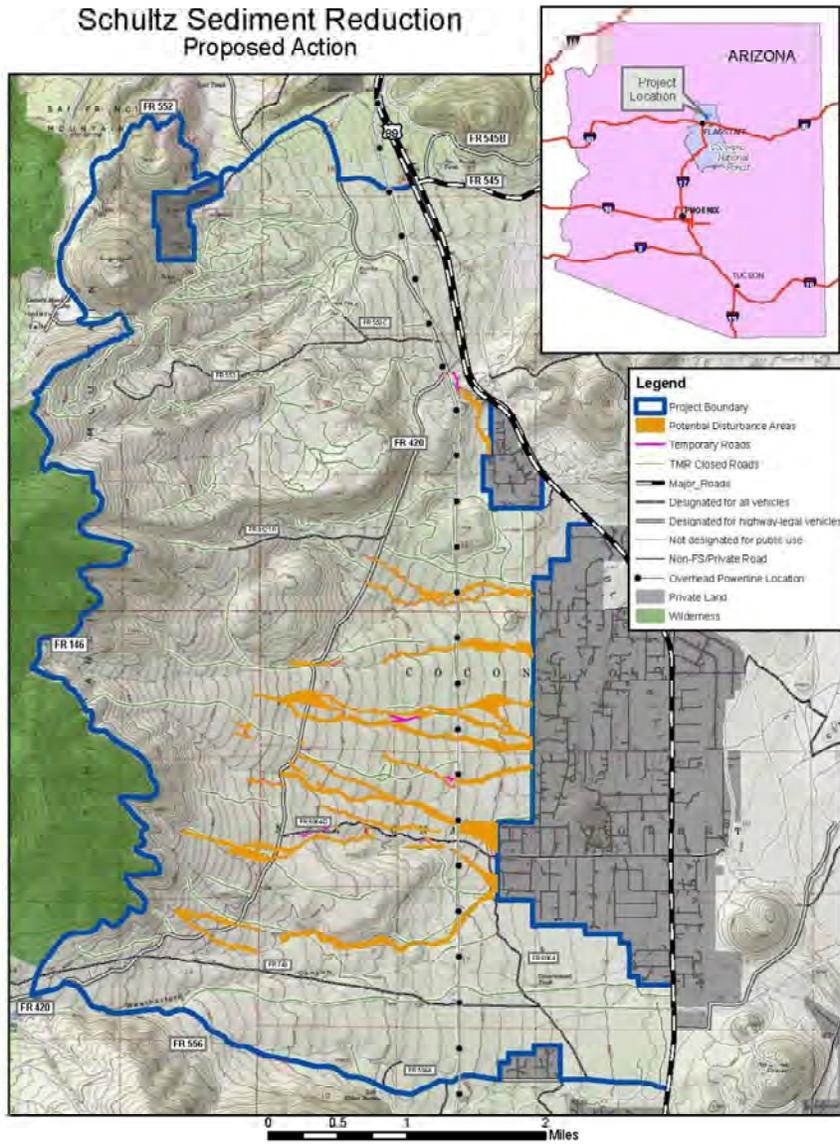


Figure 1. Map of project location and treatment areas.

Monitoring Plan

The overall goal of this plan is to develop an effective monitoring program that is capable of tracking changes within the project site. Maintenance activities will be driven by results from monitoring these areas and the impacts of any changes on downstream flood mitigation measures. The monitoring program should also be straightforward and simple enough to track project success without overwhelming data analyses or complicated procedures prone to error. Monitoring protocols described in this plan are designed to be conducted for a period of three (3) years. However, the methodologies lend themselves to long-term monitoring as well and can be utilized if additional resources are available in the future.

The watershed restoration measures are designed to remain stable within the bounds of natural variation without maintenance. Significant changes in channel dimension that change the channel type (Rosgen Channel Classification) may trigger the need for maintenance. Actual maintenance activities will reflect input from monitoring activities and an assessment of the potential and/or actual impacts to downstream flood mitigation measures.

The aggrading channels (alluvial fans) have a lifespan for active aggradation. This lifespan has been estimated from the volume of borrow material required to build the fan to the design elevation plus and approximate 0.7 feet of additional aggradation. This is likely a conservative estimate of lifespan since several active fans in the burn area have recent aggradation of 1 to 2 feet in portions of the fan. The lifespan of individual aggrading channel areas is site specific, depending on sediment transport rates onto the fan and fan size. For specifics of the lifespan calculations at each fan please see the sediment refinement analysis (NCD, 2012). Updated life span estimates for each designed fan will be based on final designs and presented in the design report for each individual watershed. Once the flow and sediment transport rates decline, the stored sediment is expected to remain in place indefinitely and the fan will become senescent.

The following monitoring components described are: 1) Photo monitoring, ~~and~~ 2) Stream Channel Stability monitoring, ~~and~~ 3) Key Structures monitoring. A method, metric, and benchmark are described for each component. The monitoring plan will identify critical thresholds for each area that may trigger the need for maintenance. Some of the key thresholds to consider are rerouting of channels, significant loss of channel capacity, major channel incision or loss of alluvial fan function. However, others may be considered that are specific to the key measures in each watershed. The annual monitoring report will provide specific recommendations as to areas of concern that may require additional monitoring or may require maintenance.

Monitoring activities will include repeat photography of key watershed areas. Quantitative monitoring techniques, including cross section and longitudinal profile measurements of permanently monumented cross sections of both alluvial fans and channels, will take place if photo monitoring identifies areas of concern. Specific monitoring locations will be determined and a map showing those locations will be included in the specific NRCS EWP Maintenance Plan for each corridor.

Photo Monitoring

Evaluating site change over time by using repeat photography can give great insight into the relative success of restoration efforts. Repeat photography can also document how an entire project site is changing with overview photo sites. Repeat photography can help meet the monitoring goals by qualitatively determining the extent of channel erosion and general changes in channel condition from one monitoring period to another. This information will be evaluated annually and the need for acquiring quantitative data for a specific monitoring period will be determined (i.e. if there is no apparent change in the channel condition there will be no need to make quantitative measurements).

Benchmarks

- Noticeable change in alluvial fan surface that is significant enough to warrant further evaluation
- Noticeable change in channel stability (lateral or vertical migration of channel margins) that is significant enough to warrant further evaluation
- Noticeable change in bank slope or stability that is significant enough to warrant further evaluation
- Noticeable change in structural integrity that is significant enough to warrant further evaluation
- Noticeable change in the vegetation cover that is significant enough to warrant further evaluation

Monitoring Methods and Parameters

Photo point locations will be provided in each individual final design to capture changes over time in the stream channels, alluvial fans and road crossing areas. Photo point markers at the overview locations will be carefully located and monumented with rebar pins. All points will be recorded with a GPS unit and coordinates plotted on scaled maps. These photos will provide a broad view of each site and will also focus on specific treatment areas to show stability of banks, and general site characteristics. In general, photos will be taken from the point directly over the rebar pin along a given compass direction. Notes on site conditions will accompany each photo. Appendix A, Figure ~~A3-A2~~ contains a sample photo monitoring point field data sheet, ~~and Figure A2 contains a sample structure monitoring field sheet.~~

Rationale

Photos selectively placed at representative treated areas throughout the project site will track restoration efforts and vegetation establishment/growth. Significant changes in photo points will trigger the need for quantitative methods (repeat measurements of cross sections and longitudinal profiles).

Key Structures Monitoring

Several structures throughout the project should be monitored to ensure that they are functioning as designed and not in need of repair. These structures include low water crossings along the 420 Road and associated erosion ~~protection, low water crossings over existing utilities and associated erosion protection as well as grade protection associated with alluvial fans and borrow~~ ~~protection, low water crossings over existing utilities and associated erosion protection as well as grade protection associated with alluvial fans and borrows~~ pits within the alluvial fans. These structures will be monitored as part of the annual ~~photomonitoring~~ photo monitoring effort but will also be inspected to assure that no excessive erosion or failure of key structural members has occurred or is imminent. Notes will be made to describe the condition of the structures and any proposed maintenance tasks, which will be included in the annual photo monitoring report. Locations of key structures to be monitored will be noted in the final design report.

Benchmarks

- Noticeable change in structural integrity that is significant enough to warrant further evaluation or change in structure function

Monitoring Methods and Parameters

Each key structure will be visually inspected during the annual ~~photomonitoring~~ photo-monitoring period. Inspections will take note of key structural elements and connections, aggradation or degradation of key elevations as well as structural function. Key elements will be photographed and reported with notes in the ~~photo-monitoring~~ photo-monitoring document.

Rationale

Key structures such as low water crossings and grade control into trenches are subject to grading maintenance and traffic as well as high shear stresses. They also protect key resources (alluvial fans, roadways and utilities). These structures require frequent inspections to insure that potential failure does not endanger key resources.

Stream Channel Stability Monitoring

As noted above, if significant changes are identified through photo monitoring, then Stream Channel Stability Monitoring will be employed. The overall project objective is to maintain a stable channel, restoring stream function and health. Thus, monitoring goals are that vertical and lateral stability measurements should remain relatively consistent. Both will be monitored through cross-section and longitudinal profile monitoring. The procedures for measuring lateral and vertical stability are explained below. The benchmarks for monitoring goals are set and a range of natural variance is also described that allows some natural change to occur in the system.

Part of the stream channel stability includes monitoring channel bank stability. Under average channel flows up to bankfull, erosion rates along a bank should be minimal under stable conditions. Mechanical and bioengineering practices implemented for this project are designed to reduce erosion rates along the stream banks located within the project area.

Attributes to be Measured

Changes in channel width and maximum channel depth from bankfull stage will be measured by surveying a set of monumented channel cross-sections and longitudinal profiles. Change will be quantified by comparing repeat surveys against each other and against baseline conditions measured immediately after construction. It is expected that channel width/depth ratio will not increase over time. An increase in the width/depth ratio indicates increased sedimentation and bed aggradation or bank erosion. The other metric to be monitored is the low bank height ratio, which is the ratio of the low bank height elevation to bankfull elevation. An increase in this ratio indicates channel incision, while a lessening of the ratio indicates excess deposition and bed aggradation. [Figure A3 contains a sample structure monitoring field sheet.](#)

Monitoring Methods and Parameters

A set of representative cross-sections and longitudinal profiles will be established throughout the project site and proposed locations will be provided in the final design report. Final locations will be adjusted during baseline monitoring. When possible, at least one site will be located outside the earthwork area to

~~act~~ asact as a reference control. The site locations will be chosen to monitor key channel features of the design plan and established after initial construction activities are completed. Cross sections are to be located in riffle sections that naturally have the least variability over time. All cross-section sites will be marked by permanent pins set well away from the stream channel. Cross-section pin locations will be recorded with a GPS unit and plotted on scaled maps. Longitudinal profiles will also be marked with pins along the bank to indicate specific repeatable stationing points for reference. Appendix A, Figure A1, contains a sample cross-section field data sheet.

To monument cross-sections, rebar or wooden stakes are driven into each bank at an elevation equal to or greater than three times maximum bankfull stage on each side of the channel. The pins are placed perpendicular to stream flow and are identified with tags or other markings that record the identifying number, date, and phone contact. Beginning at the left pin (looking downstream) a tape is stretched between the pins as tight as possible. Sag in the tape can distort measurements significantly. Working from left to right (facing downstream) the distance on the tape (station) and the ground elevation is measured and recorded using a laser level. Measurements are taken at each change in slope. Longitudinal profile monitoring is similar except that the tape is run parallel to the centerline of the stream starting at the upstream end of the reach. Measurements are taken in the thalweg or deepest portion of the channel and on the low bank feature at different station proceeding downstream. Care should be taken to align the tape precisely with known stationing points along the channel to insure accurate overlays of channel features.

Benchmarks

In riffle sections, channel width at bankfull stage (lateral stability) and channel thalweg elevation (maximum channel depth) as measured from bankfull stage (vertical stability) should not depart from the range of variability for the design stream type as defined by the Rosgen classification system. Major indicators of change to stream classification will be measured by width to depth and entrenchment ratios. See Rosgen 1996 for classification parameters. Changes of width or depth outside the ranges for local stream types will necessitate further analysis and discussion of possible maintenance.

If grade stabilization at the ~~terminus~~ terminus of the fan or a section of restored channel should fail, then headcuts could initiate that would re-entrain sediment into transport. Longitudinal profiles of the stream will indicate changes in slope or low bank height that would indicate headcutting, aggradation, and channel vertical instability. Cross-sections would be compared to previous years to estimate aggradation or degradation at the site. If the monitoring indicated that significant degradation through the fan has occurred, then the fan or channel may require maintenance in the form of grade stabilization.

Project tasks in single thread channels are not expected to result in aggradation (rising of channel bed elevation) or degradation (lowering of channel bed elevation). Any positive or negative change in these attributes that result in a trend towards a change in stream type will necessitate further analysis to determine if the cause is from practices implemented on site or off site and if any remediation action is required. Aggradation on alluvial fans is a project goal, however, incisions through alluvial fans would likely indicate the need for maintenance.

Establishing Baselines

As-built drawings and baseline conditions of stream channel stability and photo point monitoring will take place after initial construction.

Monitoring Schedule

Visual inspection of the watershed restoration measures will take place after major flood events. Photo Monitoring will occur annually in the fall after monsoon runoff has ended. It is recommended that annual inspections take place pre-winter (October-November). A written inspection report will be developed and provided to the County, USFS, and NRCS to show project status and trends. If repeat photography indicates a need for Stream Channel Stability Monitoring (quantitative monitoring), then the report will include cross section and longitudinal profile measurements of both alluvial fans and channels in areas of concern. Both tools will allow tracking of change over time.

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Materials and Equipment

Monitoring of channel and bank stability will require a laser level, survey rods and receivers, (or RTK GPS Equipment), tapes, rebar, rebar caps, tags, clipboard, hammer, and datasheets. Photo point monitoring will require a camera, rebar, rebar caps, and tags. A GPS unit will be necessary to record/relocate the locations of all points identified within the project site for monitoring purposes. Datasheets and a camera will be required to track the success of habitat structures, bank stability structures, and bioengineering treatments.

Quality Assurance/Control

In order for a monitoring program to be effective, the plans need to be implemented by knowledgeable people, or properly trained volunteers. Actions that will assure collecting quality monitoring data are listed below.

- The data will be recorded on forms that identify the location date and description of observations and recommendations (see Appendix A, Figure A4 for sample inspection form).
- Monitoring personnel will be familiar with the general principles of repeat photography and specific requirements of this monitoring plan. Photos from earlier surveys will be carried into the field to aid in repeat photography. Site maps, flagging, and GPS locations will ensure the monitoring sites are relocated by successive surveys.
- Monitoring personnel will be knowledgeable of the monitoring protocol for surveying cross-sections and profiles and be able to identify changes to, or caused by, installed practices. Site maps, photos, monument pins, and GPS locations will ensure the monitoring sites are located by successive surveys.
- The data will be recorded on specialized data sheets and transferred to electronic spreadsheets for analysis.
- Inspection report will be developed after each monitoring (see Appendix A, Figure A5 for sample report form).
- The field data sheets, inspection forms and reports will be archived in the Coconino County Engineering Division of the Public Works Department for the term of the project.

Personnel

Performing the monitoring tasks for this project will be a cooperative effort between Natural Resources Conservation Service (NRCS), Coconino National Forest (USFS) and Coconino County (County) personnel. The project manager will oversee all monitoring activities and ensure data collection is consistent and completed in a timely manner.

Literature Cited

Rosgen, Dave. 1996. Applied River Morphology. Wildland Hydrology, Inc. Ft. Collins, CO

Appendix A

Field Sheets

Figure ~~A1-SampleA1 Sample~~ Cross-Section Survey Data Sheet for Channel Stability monitoring

Figure ~~A2-SampleA2 Sample Photo Point Monitoring Sheet, Structure Monitoring Field Sheet~~

Figure ~~A3-SampleA3, Photo Point Monitoring Sheet, Sample Structure Monitoring Field Sheet~~

Sample Cross-Section Survey Data Sheet

Cross-section Data (left to right looking downstream)		for riffle cross-section data (left to right looking downstream)		DESCRIPTION		(shaded cells are filled by formulas)	
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Stream Name:	
Watershed name:	
Personnel:	
Longitude:	
Latitude:	
Flow:	(Perennial / Intermittent / Ephemeral)
Date:	
Watershed area:	mi ²
Site Elev:	ft
Notes:	

Cross-section Sketch (include vegetation and alluvial features)

Figure A1. Sample Cross-Section Survey Data Sheet for Channel Stability monitoring

PO # 4300059952
EJ
6/28/12
Approved
CA 6/29/12

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number 68-9457-12-510		2. Amendment No.	3. Award/Project Period upon final signature - 05/30/2017	4. Type of Award Instrument Cooperative Agreement																	
5. Agency: Natural Resources Conservation Service (NRCS) (Name and Address) USDA/NRCS 230 N. 1st Ave., Ste 509 Phoenix, AZ 85003-1733			6. Recipient Organization: (Name and Address) Coconino County Flood Control District 5600 E. Commerce Ave. Flagstaff, AZ 86001																		
			DUNS: 078425198	EIN: 86-6000441																	
7. NRCS Program Contact: Dave Beyman, P.E. 230 N. 1st Ave., Suite 509 Phoenix, AZ 85003-1733 david.beyman@az.usda.gov 602-285-6351		8. NRCS Administrative Contact: William J. Fletcher 230 N. 1st Ave., Ste 509 Phoenix, AZ 85003-1733 william.fletcher@az.usda.gov 602-280-8776		9. Recipient Program Contact: Mike Kearly, P.E. 5600 E. Commerce Ave. Flagstaff, AZ 86004 mkearly@coconino.az.gov 928-679-8352																	
				10. Recipient Administrative Contact: Dustin Woodman 5600 E. Commerce Ave. Flagstaff, AZ 86004 dwoodman@coconino.az.gov 928-679-8308																	
11. CFDA Number 10.923	12. Authority <small>American Recovery and Investment Act of 2009, Public Law 111-5, 123 Stat. 117; the Agricultural Credit Act of 1979, Section 403, Public Law 95-534, 33 U.S.C. 701b-1; Section 216 of the Flood Control Act of 1950, Section 216, Public Law 81-516, 33 U.S.C. 701b; Federal Agriculture Improvement Act and Reform Act of 1986, Title III, Part Subtitle H, Section 262, Public Law 104-127, 110 Stat. 1016, 16 U.S.C. 2203</small>		13. Type of Action		14. Project Director																
15. Project Title/Description: Schultz EWP - Financial Assistance (Headcut Stabilization)																					
16. Entity Type: <input type="checkbox"/> Profit <input type="checkbox"/> Nonprofit <input type="checkbox"/> Higher Education <input type="checkbox"/> Federal <input checked="" type="checkbox"/> State/Local <input type="checkbox"/> Indian/Native American <input type="checkbox"/> Other																					
17. Select Funding Type: <input checked="" type="checkbox"/> Federal <input checked="" type="checkbox"/> Non-Federal			18. Accounting and Appropriation Data																		
			<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Financial Code</th> <th>Amount</th> <th>Fiscal Year</th> <th>Treasury Symbol</th> </tr> </thead> <tbody> <tr> <td>12XXEK SP</td> <td>\$67,007.20</td> <td>FY-2012</td> <td></td> </tr> <tr> <td>FO4000AI5067</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			Financial Code	Amount	Fiscal Year	Treasury Symbol	12XXEK SP	\$67,007.20	FY-2012		FO4000AI5067							
Financial Code	Amount	Fiscal Year	Treasury Symbol																		
12XXEK SP	\$67,007.20	FY-2012																			
FO4000AI5067																					
Previous Total:	\$67,007.20	\$22,335.73																			
Current Total:	\$67,007.20	\$22,335.73																			
Grand Total:	\$67,007.20	\$22,335.73																			
19. APPROVED BUDGET																					
Personnel	\$ 0.00	Fringe Benefits	\$ 0.00																		
Travel	\$ 0.00	Equipment	\$ 0.00																		
Supplies	\$ 0.00	Contractual	\$ 0.00																		
Construction	\$ 89,342.93	Other	\$ 0.00																		
Total Direct Cost	\$ 0.00	Total Indirect Cost	\$ 0.00																		
Total Federal Funds Awarded	\$ 67,007.20	Total Non-Federal Funds	\$ 22,335.73																		
Total Approved Budget	\$ 89,342.93																				
<p>This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.</p>																					

Name and Title of Authorized Government Representative Keisha Tatem State Conservationist	Signature 	Date 06/28/2012
Name and Title of Authorized Recipient Representative Dustin Woodman Program Manager Coconino County Public Works	Signature 	Date 6/28/12

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

CERTIFICATION OF AVAILABILITY OF FUNDS
 BY: Erica M. Rechner
 DATE: 6/28/12

**MASTER AGREEMENT BETWEEN
THE U.S. DEPARTMENT OF AGRICULTURE NATURAL RESOURCES
CONSERVATION SERVICE
AND THE
COCONINO COUNTY FLOOD CONTROL DISTRICT**

I. PURPOSE

The purpose of this agreement is to enable the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter referred to as NRCS, and the Coconino County Flood Control District, hereinafter referred to as the Sponsor/Contracting Local Organization (CLO) to work jointly to implement Emergency Watershed Protection (EWP) measures to relieve hazards and damages created by the Schultz Fire and subsequent flooding from the impaired watersheds.

Authority for this action is granted by (CFDA 10.904 Watershed Program; Public Law 566 Operations Phase) American Recovery and Reinvestment Act of 2009, Public Law 111-5; Watershed Protection and Flood Prevention Act, Public Law 83-566, 68 Stat. 666, as amended; Public Law 84-1018, 70 Stat. 1088; Public Law 85-865, 72 Stat. 1605; Public Law 86-468, 74 Stat. 131, 132; Public Law 86-545, 74 Stat. 254; Public Law 87-703, 76 Stat. 608; Public Law 90-361, 82 Stat. 250., as amended by Agriculture and Food Act of 1981, Public Law 97-98, 95 Stat. 1213, as amended by Food and Agriculture Act of 1962, Public Law 87-170, 75 Stat. 408, as amended by Food and Agriculture Act of 1977, Public Law 95-113, 91 Stat. 913, as amended by Food, Agriculture, Conservation, and Trade Act of 1990, Public Law 101-624, 104 Stat. 3359, as amended by Maximum Flood Detention Capacity of Watershed Project Structures, Public Law 89-337, 79 Stat. 1300, as amended by Fish and Wildlife Coordination Act, Public Law 85-624, 72 Stat. 563, as amended by Farm and Rural Development Act, Public Law 92-419, 86 Stat. 667, as amended by Water Resources Development Act of 1986, Public Law 99-662, 100 Stat. 4196. (CFDA10.923 Emergency Watershed Protection EWP Program) American Recovery and Reinvestment Act of 2009, Public Law 111-5, 123 Stat. 117; the Agricultural Credit Act of 1978, Section 403, Public Law 95-334, 33 U.S.C 701B-1; Section 216 of the Flood Control Act of 1950, Section 216, Public Law 81-516, 33 U.S.C 701b; Federal Agriculture Improvement and Reform Act of 1996, Title III, Part Subtitle H, Section 382, Public Law 104-127, 110 Stat. 1016, 16 U.S.C 2203.

II. OBJECTIVES

The objective of this agreement to assist sponsors, Landowners, and operators in implementing emergency recovery measures for runoff retardation and erosion prevention to relieve imminent hazards to life and property created by a natural disaster that causes sudden impairment of a watershed.

III. RESPONSIBILITIES OF THE PARTIES

A. NRCS will:

1. Provide **seventy-five percent (75 %)** of the total eligible construction implementation cost of the PROJECT described in **Attachment E (see attached Statement of Work)**. The total construction implementation cost of the PROJECT is defined herein as the total

cost of the construction contract less specific items non-eligible for reimbursement. The total cost to NRCS is estimated to be \$67,007.20.

2. Not to be substantially involved with the contractual administration of this agreement. However, NRCS will provide advice and counsel upon request of the Sponsor.
3. Review and approve construction plans and monitor the Sponsors construction quality assurance plan and implementation.
4. Make payment to the Sponsor covering NRCS's share of the cost upon receipt and approval of Form: SF270 – Request for Advance or Reimbursement.
5. Be available to conduct periodic progress checks and participate in final inspections, including final inspections resulting in a notice of formal project completion.
6. Designate the following individual as the Liaisons between the Sponsor and NRCS.

Technical Liaison:

Dave Beyman, P.E.
State Conservation Engineer
230 North 1st Avenue, Suite 509
Phoenix, Arizona 85003-1733
602-285-6351 (office)
602-680-9859 (mobile)

Administrative:

William Fletcher
Contract Specialist
230 North 1st Avenue, Suite 509
Phoenix, Arizona 85003-1733
602-280-8776 (office)

B. The Sponsor/Contracting Local Organization will:

1. Be responsible for all Engineering Services, Quality Assurance and Project Administration costs to construct the measures described in Attachment E.
2. Designate the following individuals as the liaisons between the Sponsor and NRCS.

Technical Liaison:

Mike Kearly, P.E.
Assistant County Engineer
5600 E Commerce Ave
Flagstaff, Arizona 86004
928-679-8352 (office)
928-522-4796 (mobile)

Administrative Contact:

Dustin Woodman
Program Manager
5600 E Commerce Ave
Flagstaff, Arizona 86004
928-679-8306 (office)
928-310-8957 (mobile)

3. Respond to all NRCS construction comments in a timely manner. Responses to NRCS comments shall be relevant and pertinent to the specific comment and its implications and will include appropriate documentation (i.e. testing, reference, etc.) to verify assumptions and construction implementation.
4. Be responsible for the costs of water, mineral and other resource rights and will acquire or provide assurance that landowners or resource users have acquired such rights pursuant to State law as may be needed in the installation and operation of the PROJECT.
5. Obtain all necessary Federal, State, Local permits required by law, ordinance or regulation for the installation of the PROJECT.
6. Provide certification that real property rights have been obtained for installation of PROJECT construction measures prior to advertising or otherwise initiating the construction process. Certification will be provided on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition, as amended (Attachment D).
7. Accept all financial and other responsibility for excess costs resulting from failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the PROJECT.
8. Revise and amend the Operation and Maintenance Agreement and Plan with NRCS in advance of award of the PROJECT construction contract, if applicable to the specific PROJECT.
9. Contract for construction of the PROJECT in accordance with applicable state requirements. Perform all services necessary to administer construction.
10. Comply with the applicable requirements in Attachments A-E to this agreement, which are hereby incorporated into this Agreement.
11. Notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the PROJECT construction contract and during implementation.
12. Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the PROJECT.

13. Pay the contractor as provided in the contract(s). Submit billings for reimbursement to NRCS on Form: SF270 – Request for Advance or Reimbursement.
14. Take responsible and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this agreement. This includes, but is not limited to, disputes, claims, protests of award, source evaluation, and litigation that may result from the PROJECT. Such actions will be at the expense of the Sponsor including legal expenses. Except, however, if a condition exists during implementation of a construction contract that requires a change to the project scope and cost, or that otherwise requires a change order, NRCS and CLO personnel will evaluate the reason(s) for the change, provide the required technical justification and documentation in order for Sponsor to negotiate in good faith to reach an agreeable increase or decrease in the project cost with the Contractor. NRCS reserves the right to cap costs associated with the changes. All changes implemented through this process will be a cost eligible for reimbursement by NRCS, or will result in a refund to NRCS and CLO in the same proportion as the cost-share under this Agreement .
15. Arrange for and conduct final inspection of completed PROJECT. Certify that the PROJECT was installed in accordance with Contractual requirements.
16. Upon acceptance of the work from the contractor(s), assume responsibility for operation and maintenance, if the PROJECT requires an Operation and Maintenance Agreement.
17. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.
18. Retain all records dealing with the award and administration of PROJECT contract(s) for three (3) years from the date of the Sponsor's submission of the final Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his/her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpt, and transcripts.
19. Obtain a Data Universal Numbering System (DUNS) number as required by the Office of Management and Budget (OMB) by calling 1-866-705-5711.
20. Effective October 1, 2003, a vendor must be registered in the Central Partner Registration of Central Contractors Registration (CCR) database in order to receive agreements and purchase orders from most federal agencies including the NRCS. CCR is a self-service database; vendors register themselves and maintain

their own information. The website address for CCR is <http://www.ccr.gov>. Contact the CCR Assistance Center at 1-888-227-2423 if you have questions regarding CCR registration.

C. It is mutually agreed that:

1. Additional PROJECTS that fall within the original scope of work as determined by both parties may be added to this Agreement until the work authorized under the Damage Survey Report is complete. Such PROJECTS will be modifications to this Agreement. The modifications will be accomplished by Notice of Grant and Agreement Awards issued by the NRCS State Conservationist and by Statements of Work which will be described as separate Attachments "E" to this Agreement. Each separate Notice of Grant and Agreement Award and Attachment E will be approved by the CLO.

Specific items that are non-eligible for reimbursement will be determined by NRCS before the CLO provides the final draft of Attachment E for each specific PROJECT. Only eligible items will be listed on Attachment E for each PROJECT.
2. This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 90 calendar days after the date NRCS has executed this agreement if a contract for construction of the PROJECT has not been awarded. The end date of this agreement will be five (5) years after the effective date.
3. The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
4. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
5. NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. Prior to termination NRCS will give CLO written notice of the failure to comply indicating the specific provisions that are violated and the factual basis for NRCS's belief that CLO is out of compliance. NRCS shall give the Sponsor a reasonable opportunity to cure. If CLO cannot or will not cure, then NRCS is to promptly notify CLO in writing of the failure to cure, the determination of noncompliance, the reasons for the termination, and the effective date of the termination.
6. This agreement may be renegotiated, amended, extended, or modified by a written amendment as mutually agreed by both parties and in accordance with NRCS Policy.

7. By signing this agreement, the Sponsor assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.
8. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the United States. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the Sponsor or any member Sponsor. They also shall not assist the Sponsor or any member Sponsor with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with Sponsor, or any member Sponsor, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the Agency.

IV. EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

The Sponsor expects to accomplish flood mitigation measures in the Schultz Flood area. Those measures will likely include, but are not limited to, construction of natural channels, lined channels, flood walls, and short-term protective fencing of the constructed measures. A detailed description of deliverables and costs can be found in Attachment E.

V. PERIOD OF PERFORMANCE

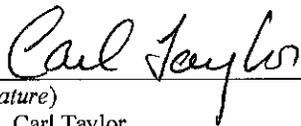
The term of this agreement commences upon FINAL signature of all parties and will expire five (5) years after NRCS has executed this agreement.

SPONSOR

This action authorized at an official meeting of
The Coconino County Flood Control District

on the 12 day of June, 2012

Coconino County Flood Control District



(Signature)

By: Carl Taylor
Chairman of the Coconino County Flood Control District

Date: 6/12/12

ATTEST:

Wendy E. Miller
Clerk of the Board

APPROVED AS TO FORM:

Jean E. Wilcox
Deputy County Attorney

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

By: Keisha R. Lator

Title: State Conservationist

Date: 06/28/2012

Attachments:

- A – General Terms and Conditions IAW National Instruction(NI) 120-331
- B – Equal Opportunity
- C – Contracting Local Organization Certification
- D – Assurance Relating to Real Property Acquisition
- E – Statement of Work

**NATURAL RESOURCES CONSERVATION SERVICE
U.S. DEPARTMENT OF AGRICULTURE**

**GENERAL TERMS AND CONDITIONS
GRANTS AND COOPERATIVE AGREEMENTS**

I. APPLICABLE REGULATIONS

- a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>.)
- (1) 7 CFR Section 3015.205, "General Provisions for Grants and Cooperative Agreements with Institutions of Higher Education, Other Nonprofit Organizations, and Hospitals"
 - (2) 7 CFR Part 3016, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"
 - (3) 7 CFR Part 3017, "Governmentwide Debarment and Suspension (Nonprocurement)"
 - (4) 7 CFR Part 3018, "New Restrictions on Lobbying"
 - (5) 7 CFR Part 3019, "Uniform Administrative Requirements for Grant and Other Agreements with Institutions of Higher Education, Hospitals, and Nonprofit Organizations"
 - (6) 7 CFR Part 3021, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
 - (7) 7 CFR Part 3052, "Audits of States, Local Governments, and Nonprofit Organizations"
 - (8) 2 CFR Part 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations"
 - (9) Office of Management and Budget (OMB) Circular No. A-102, "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments" (including Indian Tribal governments)
 - (10) 2 CFR Part 25, "Universal Identifier and Central Contractor Registration"
 - (11) 2 CFR Part 170 "Reporting Subaward and Executive Compensation Information"
- b. The recipient, and recipients of any subawards under this award, assures and certifies that it will comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>.)
- (1) 7 CFR Part 3017, "Governmentwide Debarment and Suspension (Nonprocurement)"
 - (2) 7 CFR Part 3018, "New Restrictions on Lobbying"
 - (3) 7 CFR Part 3021, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
 - (4) 7 CFR Part 3052, "Audits of States, Local Governments, and Nonprofit Organizations"
 - (5) Public Law 109-282, "Federal Funding Accountability and Transparency Act of 2006"
 - (6) 2 CFR Section 175, "Award Term for Trafficking in Persons"

- c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference (the full text of Code of Federal Regulations references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>):

- (1) 2 CFR Part 220, "Cost Principles for Institutions of Higher Education"
- (2) 2 CFR Part 225, "Cost Principles for State and Local Governments (Including Certain Indian Tribal Governments)"
- (3) 2 CFR Part 230, "Cost Principles for Nonprofit Organizations"
- (4) 48 CFR Part 31, "Contract Cost Principles and Procedures"

II. UNALLOWABLE COSTS

The following costs are not allowed:

- a. Costs above the amount authorized for the project
- b. Costs incurred after the expiration of the award including any no-cost extensions of time
- c. Costs that lie outside the scope of the approved project and any amendments thereto
- d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. Questions about the allowability of particular items of costs should be directed to the NRCS administrative contact identified in the award.

III. CONFIDENTIALITY

- a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
- b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

- a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following:
 - 1. Grant or agreement number
 - 2. Narrative explaining the requested modification to the project purpose or deliverables
 - 3. A description of the revised purpose or deliverables
 - 4. Signatures of the authorized representative, project director, or both
- b. Subcontractual Arrangement.—The recipient must submit a justification for the proposed subcontractual arrangements, a statement of work to be performed, and a detailed budget for

the subcontract to the NRCS administrative contact. Subcontractual arrangements disclosed in the application do not require additional postaward approval.

c. **Absence or Change in Project Leadership.**—When a project director or the person responsible for the direction or management of the project—

1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.
2. Severs his or her affiliation with the grantee, the grantee's options include—
 - i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project.
 - ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director.
 - iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.
3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known:
 - i. The forms and certifications included in the application package
 - ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal)
 - iii. An updated qualifications statement for the project director showing his or her new organizational affiliation
 - iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

Note: The transfer of an award from one organization to another can take up to 90 days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

- d. **Budget Revisions.**—Budget revisions will be in accordance with 7 CFR Section 3015.115.
- e. **No-Cost Extensions of Time.**—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 days before the expiration date of the award. The request must contain the following:
- The length of additional time required to complete the project and a justification for the extension
 - A summary of progress to date

- An estimate of funds expected to remain unobligated on the scheduled expiration date
- A projected timetable to complete the portions of the project for which the extension is being requested
- Signature of the grantee and the project director
- A status of cost sharing to date (if applicable)

Note: An extension will not exceed 12 months. Only in exceptional cases will more than one extension be granted. Requests for no-cost extensions received after the expiration of the award will not be granted.

V. PAYMENTS

- a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS program contact at the address identified in block 7 of the Notice of Grant/Agreement Award.
- b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.
- c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and **31 CFR Part 205**.
- d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.
- e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subcontract award documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

VI. FINANCIAL REPORTING

- a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule (recipients may download the applicable form at <http://www.forms.gov>):

<u>Quarterly Schedule</u>	<u>Report Due Date</u>
October 1 to December 31	January 31
January 1 to March 31	April 30
April 1 to June 30	July 30
July 1 to September 30	October 30

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

- b. A final Report must be submitted no later than 90 days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

VII. PERFORMANCE MONITORING AND REPORTING

- a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subcontractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.
- b. Every 6 months the recipient must submit a written progress report. Each report must cover—
 - 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.
 - 2. The reasons why goals and objectives were not met, if appropriate.
 - 3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.
- c. The recipient must submit a final performance report within 90 days after completion of project.

VIII. SPECIAL PROVISIONS

- a. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.
- b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.
- c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

- a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 7 CFR Section 3019.36. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.
- b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor

personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Acquisitions Division
Grants and Agreements Team
1400 Independence Avenue, SW.
Room 5221 South Building
Washington, DC 20250

- c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.
- d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:
 - “This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here].”

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

- “Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture.”

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

X. COST-SHARING REQUIREMENTS

- a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.
- b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—
 1. Immediately notify the NRCS administrative contact of the situation.
 2. Specify the steps it plans to take to secure replacement cost sharing.
 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.
- c. If NRCS agrees to the organization’s proposed plans, the recipient will be notified accordingly. If the organization’s plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.
- d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the

ATTACHMENT B

- I. EQUAL OPPORTUNITY (NRCS-AS-83)**
- II. EQUAL OPPORTUNITY (FEDERAL ASSISTED CONSTRUCTION) (NRCS-AS-83)**
- III. NOTICE TO CONTRACTING LOCAL ORGANIZATION OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**
- IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS**
- V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**
- VI. CERTIFICATION OF NONSEGREGATED FACILITIES (NRCS-AS-818)**
- VII. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

EQUAL OPPORTUNITY

The Contracting Local Organization agrees to incorporate, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is paid for, in whole or in part, with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity (Federally Assisted Construction) clause:

EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The 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 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.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The 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 Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicant for employment.
4. The 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 or Labor.

5. The Contractor will 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.
6. In the event of the 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 contract may be canceled, terminated, or suspended, in whole or in part, and the 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.
7. The 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 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.

The Contracting Local Organization further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, however, that if the Contracting Local Organization so participating is a State or local government, the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Contracting Local Organization agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contracting Local Organization further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive order. In addition, the Contracting Local Organization agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant; refrain from extending any further assistance to the Contracting Local Organization under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contracting Local Organization; and refer the case to the Department of Justice for appropriate legal proceedings.

**NOTICE TO CONTRACTING LOCAL ORGANIZATION OR
REQUIREMENTS FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

- (a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local Organization will itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required, as follows:

NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

- (a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) Contractors receiving federally assisted construction contract 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 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 OR REQUIREMENTS FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

- (a) A Certification of Nonsegregated 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) 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.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

(EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) 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
 - (iv) 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).
2. Whenever the 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.
3. If the 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 an 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. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or 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 other Contractors or 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.

- 4 The 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 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 Contractor is expected to make substantially uniform progress toward meeting its goals in each craft during the period specified.
- 5 Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. 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 Contractor during the training period, and the 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.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the 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.
- b. 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 Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- c. 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 Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.
- e. 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 Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7.b. above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the 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.

- g. 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.
- h. Disseminate the Contract'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 Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipate doing business.
- i. 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 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 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.
- j. 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 a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. 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.

- m. 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 Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. 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.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are 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 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 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 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 Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The 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 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 Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The 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.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contacts pursuant to Executive Order 11246.
12. The 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 Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The 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.
14. The 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 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.
15. 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).

award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

- e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

XI. PROGRAM INCOME

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

XII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

XIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

XIV. MODIFICATIONS AND TERMINATIONS

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties will be those set forth in 7 CFR Part 3015, Subpart N.

XV. AWARD CLOSEOUT

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.

Attachment C

CONTRACTING LOCAL ORGANIZATION CERTIFICATION

STANDARDS OF CONDUCT

The CLO's officers, employees or agents, shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. The contract or other procurement action shall not be awarded to a sponsor, the CLO, or firms in which any official of such organizations or any member of such official's immediate family, has direct or indirect interest in the recurring profits or contracts of such firms. To the extent permissible by state or local law, rules or regulations, such standards shall provide for penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by either the CLO officers, employees, or agents, or by contractors or their agents.

FINANCIAL MANAGEMENT SYSTEM

The CLO's financial management system meets the requirements specified in Section 510.50 of the National Contracts, Grants, and Cooperative Agreements Manual. Any reference in Section 510.50 to the acronym SCS refers to NRCS. A copy will be provided when requested.

PROCUREMENT

All procurement by the CLO shall be in accordance with OMB Circular A-102. The circular may be downloaded at: <http://www.whitehouse.gov/omb/circulars/index.html>

Contracting Local Organization: _____

Signed by: _____

Title: _____

Attachment D

U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-78
5-88

ASSURANCES RELATING TO
REAL PROPERTY ACQUISITION

A. PURPOSE — This form is to be used by sponsors) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation of project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

B. PROJECT MEASURES COVERED —

Name of project _____

Identity of improvement or development _____

Location _____

C. REAL PROPERTY ACQUISITION ASSURANCE —

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; and this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or is hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS —

The undersigned sponsors) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsors) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

This form was electronically produced by National Production Services Staff

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

(Name of Sponsor)

By: _____

Title: _____

Date: _____

This action authorized
at an official meeting _____
_____ on _____
day of _____, 20____
at _____
State of _____
Attest: _____
(Name)

(Title)

(Name of Sponsor)

By: _____

Title: _____

Date: _____

This action authorized
at an official meeting _____
_____ on _____
day of _____, 20____
at _____
State of _____
Attest: _____
(Name)

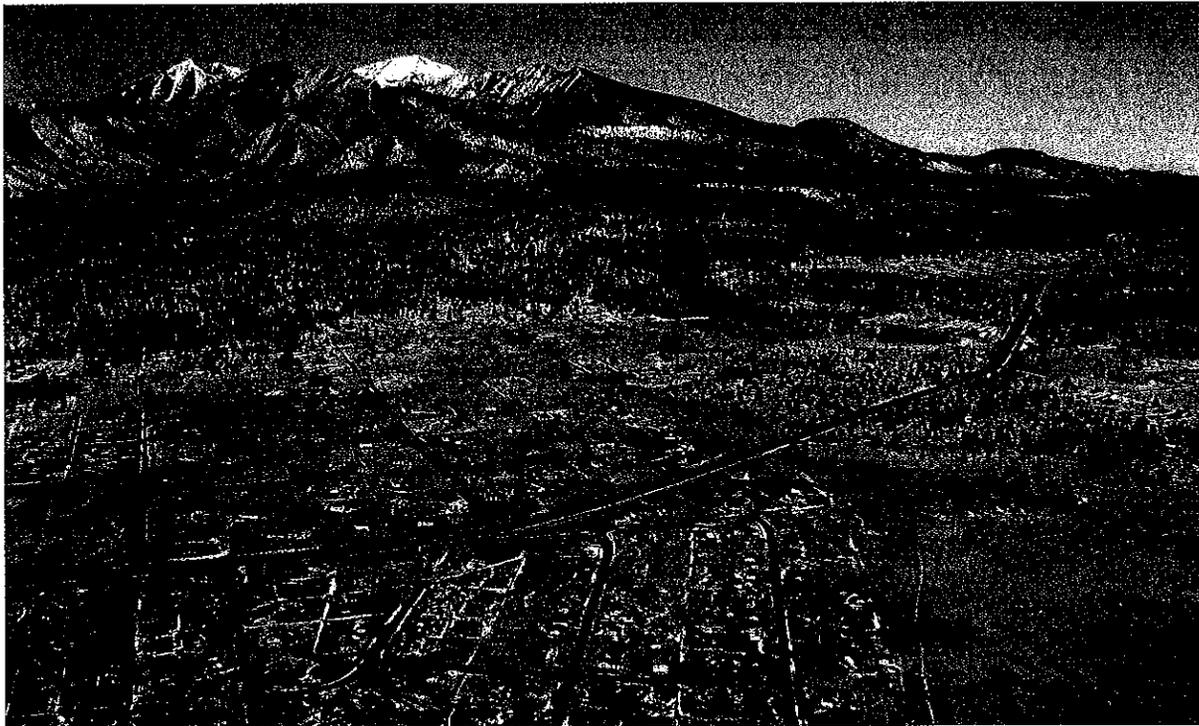
(Title)

DRAFT Engineer's Opinion of Probable Cost Schultz Fire-Flood Assistance Area Schultz EWP Technical Assistance Phase Two

Task 4.3 Design of Individual Treatment Measures

- 4.3.1 Whitney Headcut Stabilization
- 4.3.4 Labranche Headcut Stabilization

Coconino County, Arizona



**Natural
Channel
Design, Inc.**

June 7, 2012

This Engineer's Opinion of Probable Cost (EOPC) provides a planning tool for construction and implementation of the Schultz Fire-Flood Assistance Area, Schultz EWP Technical Assistance Phase 2 Task 4.3 Project. It does not represent a bid for services. Prices of services and recommended products have been researched from current sources but are subject to change.

DRAFT Engineer's Opinion of Probable Cost Schultz Fire-Flood Assistance Area Schultz EWP Technical Assistance Phase Two

Task 4.3 Design of Individual Treatment Measures

- 4.3.1 Whitney Headcut Stabilization
- 4.3.4 Labranche Headcut Stabilization

Prepared for /Submitted to:



Coconino County
Public Works Department
Flood Control District
5600 East Commerce
Flagstaff, AZ 86004



**Natural Resources
Conservation Service (NRCS)**
230 N. 1st Ave, Suite 509
Phoenix, AZ 85003-1733

Prepared by:



Natural Channel Design, Inc.
206 South Elden Street
Flagstaff, AZ 86001

June 7, 2012



Schultz Fire-Flood Assistance Area
Schultz EWP Technical Assistance Phase Two
Task 4.3 Design of Individual Treatment Measures
Subtask 4.3.1, 4.3.4
DRAFT Engineer's Opinion of Probable Cost
5/7/2012

Item	Description	Quantity	Unit	Unit Price	Total Price	
TASK 4.3.1 WHITNEY HEADCUT STABILIZATION						
1	A	MOBILIZE & DEMOBILIZE EQUIPMENT	1	LS	\$4,500.00	\$4,500.00
2	B	PREPARE SITE FOR CONSTRUCTION OPERATIONS	1	LS	\$3,000.00	\$3,000.00
3	C	RE-CONTOUR & BACKFILL CHANNEL	280	CY	\$10.00	\$2,800.00
4	D	CONSTRUCT ROCK GRADE CONTROL STRUCTURE: WITHOUT GEOTEXTILE UNDERLAY	20	CY	\$100.00	\$1,800.00
5	E	SUPPLY & APPLY GRASS SEED MIX	0.25	AC	\$350.00	\$87.50
6	E	SUPPLY & PLACE EROSION CONTROL FABRIC: SINGLE NET	10,500	SF	\$0.40	\$4,200.00
TASK 4.3.1 WHITNEY HEADCUT STABILIZATION SUBTOTAL =					\$18,707.50	
TASK 4.3.4 LABRANCHE HEADCUT STABILIZATION						
7	A	MOBILIZE & DEMOBILIZE EQUIPMENT	1	LS	\$3,000.00	\$3,000.00
8	B	PREPARE SITE FOR CONSTRUCTION OPERATIONS	1	LS	\$2,500.00	\$2,500.00
9	C	SLOPE CHANNEL BANKS (BOTH SIDES)	70	LF	\$5.00	\$350.00
10	D	CONSTRUCT ROCK GRADE CONTROL STRUCTURE: WITH GEOTEXTILE UNDERLAY	106	CY	\$115.00	\$12,190.00
11	E	SUPPLY & APPLY GRASS SEED MIX	0.70	AC	\$280.00	\$196.00
12	E	SUPPLY & PLACE EROSION CONTROL FABRIC: COIR MAT	1,330	SF	\$0.50	\$665.00
TASK 4.3.4 LABRANCHE HEADCUT STABILIZATION SUBTOTAL =					\$18,696.00	
15% CONTINGENCY =					\$5,006.55	
ESTIMATED PROJECT TOTAL =					\$40,709.95	

AC	Acres
LS	Labor Sum
EA	Each Unit
LF	Linear Feet
CY	Cubic Yard
TN	Ton
SF	Square Feet
WK	Week

NOTES & ASSUMPTIONS:
Assume a back-hoe, front end loader, and a dump truck mobilized @ \$1500/EA.
Assume ~15% of overall costs based on bids for comparable work from NCS & McCauley Construction, Inc. for the 2012 Girls Ranch Road Bank Stabilization Project (note that bids were based on Davis Bacon wages)
Assume #18 from US Forest Service stock pile job, off of US-99 about seven miles north of Campbell Avenue MP 431.75 per Jon Ebons. Assume material will be available at no cost.
Unit cost based on RSM&S 2010 \$1 \$7 13.10 \$200 for machine placed ungrouted rock without geotextile underlay
Unit cost based on unit price research completed as part of EWP Supplemental Request (2012 Schultz EWP Supplemental Request/Let)
Unit cost for furnish & installation based on NCD analysis and NCD bids for comparable work. Install @ \$0.28/SF with ACE crew. Assume 100% increase in cost for installation by non-ACE crew. Material cost @ \$0.116/SF.
Assume a back-hoe & an additional piece of equipment mobilized @ \$1500/EA.
Assume ~10% of overall costs based on bids from Girls Ranch Road Bank Stabilization (2012)
Unit cost based on unit price research completed as part of EWP Supplemental Request (2012 Schultz EWP Supplemental Request/Let)
Unit costs based on bids for comparable work from McCauley Construction, Inc. for the 2012 Girls Ranch Road Bank Stabilization Project for "Install 12" Thick Rip-Rap" (note that bids were based on Davis Bacon wages).
Unit cost based on unit price research completed as part of EWP Supplemental Request (2012 Schultz EWP Supplemental Request/Let)
Unit cost for furnish & installation based on NCD analysis and NCD bids for comparable work. Install @ \$0.50/SF with ACE crew. Assume 100% increase in cost for installation by non-ACE crew. Material cost @ \$0.229/SF.

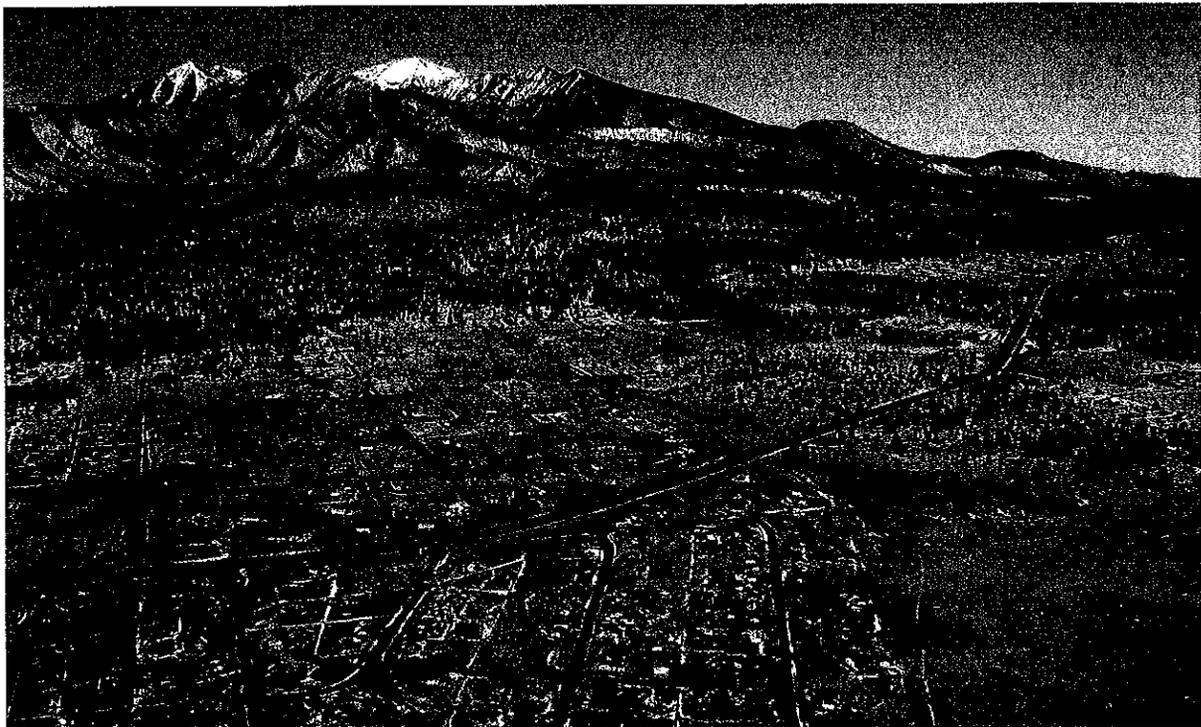
DRAFT Engineer's Opinion of Probable Cost Schultz Fire-Flood Assistance Area Schultz EWP Technical Assistance Phase Two

Task 4.3 Design of Individual Treatment Measures

4.3.2 Thames Headcut Stabilization

4.3.5 Lupine Loop Headcut Stabilization

Coconino County, Arizona



**Natural
Channel
Design, Inc.**

June 7, 2012

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DRAFT Engineer's Opinion of Probable Cost Schultz Fire-Flood Assistance Area Schultz EWP Technical Assistance Phase Two

Task 4.3 Design of Individual Treatment Measures

- 4.3.2 Thames Headcut Stabilization
- 4.3.5 Lupine Loop Headcut Stabilization

Prepared for /Submitted to:



Coconino County
Public Works Department
Flood Control District
5600 East Commerce
Flagstaff, AZ 86004



**Natural Resources
Conservation Service (NRCS)**
230 N. 1st Ave, Suite 509
Phoenix, AZ 85003-1733

Prepared by:



Natural Channel Design, Inc.
206 South Elden Street
Flagstaff, AZ 86001

June 7, 2012



Schultz Fire-Flood Assistance Area
Schultz EWP Technical Assistance Phase Two
Task 4.3 Design of Individual Treatment Measures
Subtask 4.3.2, 4.3.5

DRAFT Engineer's Opinion of Probable Cost
8/7/2012

Item	Activity	Quantity	Unit	Unit Cost	Total Cost	
TASK 4.3.2 THAMES HEADCUT STABILIZATION						
1	A	MOBILIZE & DEMOBILIZE EQUIPMENT	1	LS	\$4,500.00	\$4,500.00
2	B	PREPARE SITE FOR CONSTRUCTION OPERATIONS	1	LS	\$4,300.00	\$4,300.00
3	C	SLOPE CHANNEL BANKS (BOTH SIDES)	40	LF	\$12.00	\$600.00
4	D	CONSTRUCT ROCK GRADE CONTROL STRUCTURE WITH GEOTEXTILE UNDERLAY	189	CY	\$115.00	\$21,735.00
5	E	SUPPLY & APPLY GRASS SEED MIX	1.0	AC	\$250.00	\$250.00
6	E	SUPPLY & PLACE EROSION CONTROL FABRIC: SINGLE NET	1,800	SF	\$0.40	\$720.00
7	E	SUPPLY & PLACE EROSION CONTROL FABRIC: COIR MAT	1,825	SF	\$0.60	\$1,095.00
TASK 4.3.2 THAMES HEADCUT STABILIZATION SUBTOTAL =					\$32,740.00	
TASK 4.3.5 LUPINE LOOP HEADCUT STABILIZATION						
8	A	MOBILIZE & DEMOBILIZE EQUIPMENT	1	LS	\$3,000.00	\$3,000.00
9	B	PREPARE SITE FOR CONSTRUCTION OPERATIONS	1	LS	\$1,250.00	\$1,250.00
10	C	SHAPE CHANNEL	300	LF	\$5.00	\$1,500.00
11	E	SUPPLY & APPLY GRASS SEED MIX	0.15	AC	\$250.00	\$37.50
12	E	SUPPLY & PLACE EROSION CONTROL FABRIC: COIR MAT	6,240	SF	\$0.80	\$5,040.00
TASK 4.3.5 LUPINE LOOP HEADCUT SUBTOTAL =					\$9,567.50	
15% CONTINGENCY =					\$6,344.48	
ESTIMATED PROJECT TOTAL =					\$48,640.98	

AC	Acres
LS	Lump Sum
EA	Each Unit
LF	Linear Feet
CY	Cubic Yard
TN	Ton
SF	Square Feet
WK	Week

NOTES & ASSUMPTIONS:	
Assume a Excavator, Loader, Dump Truck equipment mobilized @ \$1500/EA.	
Assume ~15% of overall costs based on bids for comparable work from KCS & McCauley Construction, Inc. for the 2012 Girls Ranch Road Berm Stabilization Project (note that bids were based on Davis Bacon wages)	
Unit cost based on unit price research completed as part of EWP Supplemental Request (2012 Schultz EWP Supplemental Request) for average 1 CY/T/yr bank @ \$7.5/CY = \$15/W both sides	
Unit cost based on bids for comparable work from McCauley Construction, Inc. for the 2012 Girls Ranch Road Berm Stabilization Project for "Install 12" Thick Rip-Rap" (note that bids were based on Davis Bacon wages).	
Unit cost based on unit price research completed as part of EWP Supplemental Request (2012 Schultz EWP Supplemental Request)	
Unit cost for furnish & installation based on NCD analysis and NCD bids for comparable work. Install @ \$0.08/SF with ACE crew. Assume 100% increase in cost for installation by non-ACE crew. Material cost @ \$0.10/SF.	
Unit cost for furnish & installation based on NCD analysis and NCD bids for comparable work. Install @ \$0.08/SF with ACE crew. Assume 100% increase in cost for installation by non-ACE crew. Material cost @ \$0.20/SF.	
Assume a back-hoe & an additional piece of equipment mobilized @ \$1500/EA.	
Assume ~15% of overall costs based on bids for comparable work from KCS & McCauley Construction, Inc. for the 2012 Girls Ranch Road Berm Stabilization Project (note that bids were based on Davis Bacon wages)	
Unit cost based on unit price research completed as part of EWP Supplemental Request (2012 Schultz EWP Supplemental Request)	
Unit cost based on unit price research completed as part of EWP Supplemental Request (2012 Schultz EWP Supplemental Request)	
Unit cost for furnish & installation based on NCD analysis and NCD bids for comparable work. Install @ \$0.05/SF with ACE crew. Assume 100% increase in cost for installation by non-ACE crew. Material cost @ \$0.20/SF.	



Meeting Date: June 19, 2012

DATE: June 7, 2012

TO: Honorable Chairman and Members of the Board

FROM: Jean Wilcox, Deputy County Attorney

SUBJECT: Approval to hire outside counsel as recommended by the County Attorney's Office to defend Coconino County, the Board of Supervisors, and the Community Development Department in Ponderosa Fire District, Utility Source, L.L.C., Townhomes at Flagstaff Meadows Homeowners Association, Flagstaff Meadows Property Owners' Association, The Flagstaff Meadows Unit 3 Homeowners Association, and Bellemont 276 L.L.C. vs. Coconino County, Coconino County Board of Supervisors, Coconino County Community Development, and Bond Safeguard Insurance Company, CV2012-00366.

RECOMMENDATION:

Staff recommends that the Board grant approval to hire outside counsel to defend Coconino County, the Board of Supervisors, and the Community Development Department in Ponderosa Fire District, Utility Source, L.L.C., Townhomes at Flagstaff Meadows Homeowners Association, Flagstaff Meadows Property Owners' Association, The Flagstaff Meadows Unit 3 Homeowners Association, and Bellemont 276 L.L.C. vs. Coconino County, Coconino County Board of Supervisors, Coconino County Community Development, and Bond Safeguard Insurance Company, CV2012-00366.

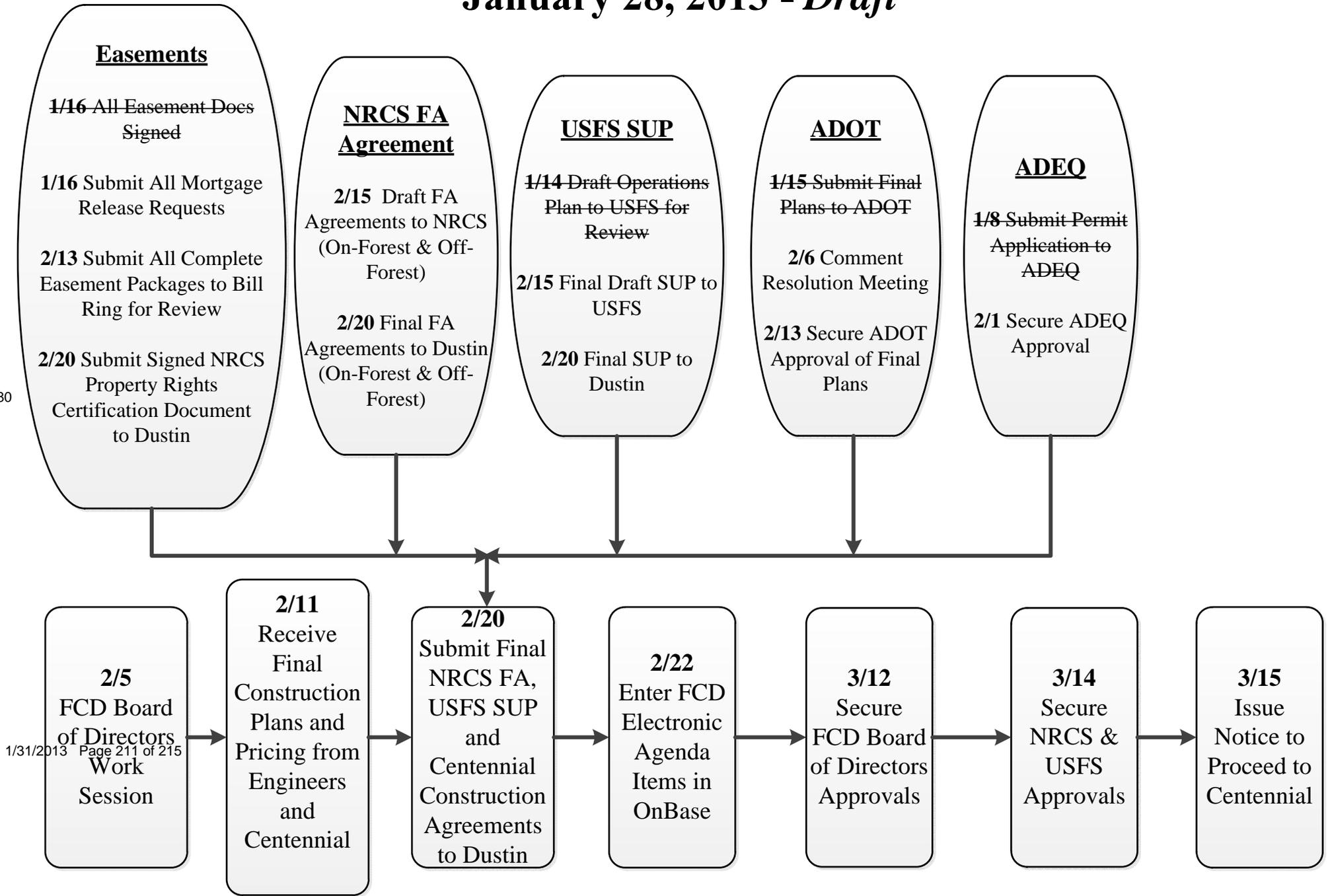
BACKGROUND:

The Clerk of the Board was served on June 7, 2012 with the complaint in the Flagstaff Meadows III bond issue case. For the reasons explained to the board in executive session on June 5, 2012, the County Attorney's Office recommends that the Board authorize the hiring of outside counsel to defend the County, the Board of Supervisors, and the Community Development Department in this litigation. The law firm of Gammage and Burnham has previously consulted with our office in this matter and has had a record of success in other land use cases on behalf of Coconino County. It is recommended that Gammage and Burnham be retained, or a firm of equivalent experience in the event Gammage and Burnham is not available.

REVIEWED ELECTRONICALLY

Brandis/Thames Corridor Critical Path Timeline

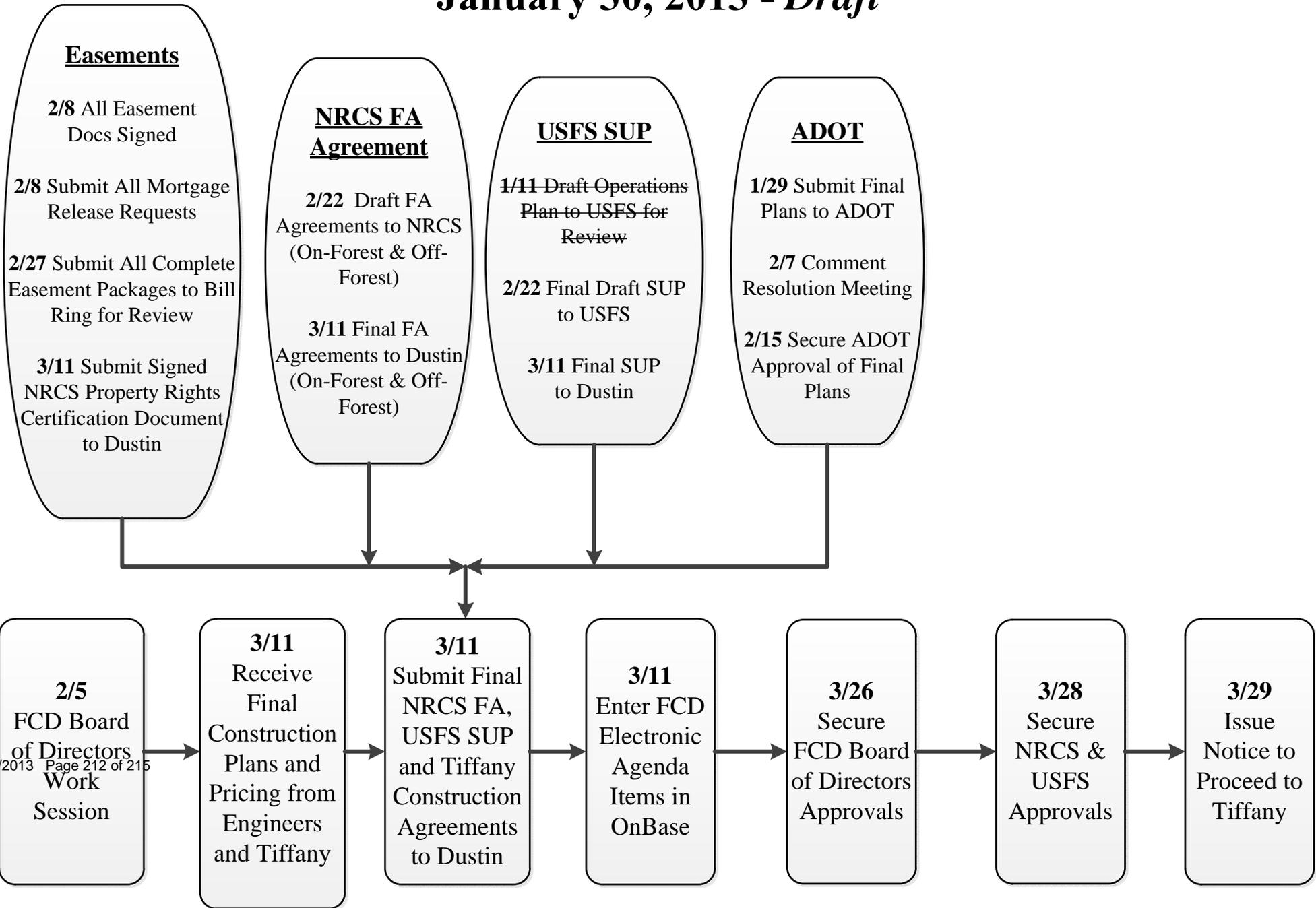
January 28, 2013 - *Draft*



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Wupatki Trails Corridor Critical Path Timeline

January 30, 2013 - *Draft*



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Schultz Flood Watershed Restoration and Flood Mitigation

Emergency Watershed Protection Program (EWP)

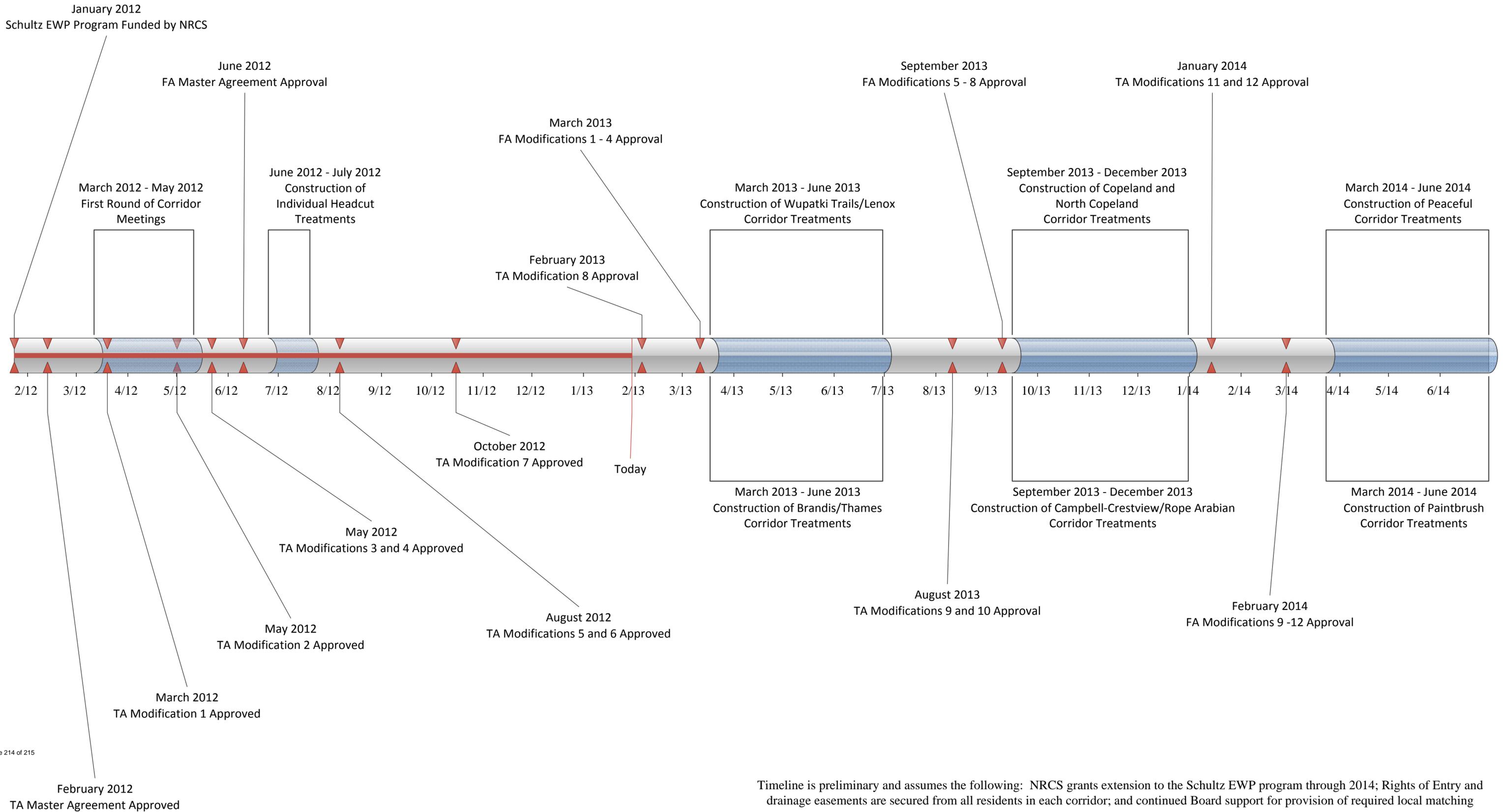
Estimated Work Schedule - 1/28/13



Flood Corridor Name	Conduct Preliminary Design	Host First Corridor Meeting	Secure Rights of Entry	Conduct Final Design (Forest and Private/County Property)	Host Second Corridor Meeting	Secure Drainage Easements	Obtain NRCS, USFS and County BOS Approvals and Construct Corridor Measures
Individual Headcut Treatments	Complete February - March, 2012	Complete June, 2012	Complete June, 2012	Complete June, 2012	N/A	Complete June, 2012	Complete June - July, 2012 (remaining treatments will be completed as part of other corridor treatments)
Brandis/Thames	Complete February - March, 2012	Complete March - May, 2012	Complete April, 2012	Complete February, 2013	Complete October, 2012	Complete January, 2013	Projected March - June, 2013
Wupatki Trails/Lenox	Complete February - March, 2012	Complete March - May, 2012	Complete May, 2012	Complete February, 2013	Complete November, 2012	Projected November - January, 2013	Projected March - June, 2013
Campbell/Rope Arabian/Crestview	Complete February - March, 2012	Complete March - May, 2012	Complete July, 2012	Projected March - June, 2013	Projected March, 2013	Projected April - September, 2013	Projected September - November, 2013
Copeland/Glodia	Complete February - March, 2012	Complete March - May, 2012	Complete May, 2012	Projected March - June, 2013	Projected March, 2013	Projected March - June, 2013	Projected September - November, 2013
North Copeland/Copeland	Complete February - March, 2012	Complete March - May, 2012	Projected June, 2013	Projected June - September, 2013	Projected August, 2013	Projected August - December, 2013	Projected March - June, 2014
Peaceful Way	Complete February - March, 2012	Complete March - May, 2012	Projected June, 2013	Projected June - September, 2013	Projected August, 2013	Projected August - December, 2013	Projected March - June, 2014
Paintbrush North/Siesta-Paintbrush	Complete February - March, 2012	Complete March - May, 2012	Projected June, 2013	Projected June - September, 2013	Projected August, 2013	Projected August - December, 2013	Projected March - June, 2014
Paintbrush South/Paintbrush-Siesta	Complete February - March, 2012	Complete March - May, 2012	Projected June, 2013	Projected June - September, 2013	Projected August, 2013	Projected August - December, 2013	Projected March - June, 2014

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Schultz Emergency Watershed Protection Program Preliminary Timeline - January, 2013



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Timeline is preliminary and assumes the following: NRCS grants extension to the Schultz EWP program through 2014; Rights of Entry and drainage easements are secured from all residents in each corridor; and continued Board support for provision of required local matching resources

**Schultz Flood Recovery
Brandis-Thames and Wupatki Trails-Lenox Project Funding Summary**

January 28, 2013

Project Name	Project Description	Funding Partner Agency	Total Project Cost	Budgeted Grant Funding	Budgeted Grant Match (Flood Control District)	Budgeted Flood Control District Funding for Non-EWP Eligible Project Components
Brandis-Thames Corridor						
On-Forest Measures	Construction of on-forest watershed restoration measures	NRCS/EWP	\$ 600,000.00	\$ 450,000.00	\$ 150,000.00	\$ -
Neighborhood Measures	Construction of flood mitigation measures on private property, County right of way and ADOT right of way	NRCS/EWP	\$ 2,800,000.00	\$ 1,375,951.20	\$ 458,650.40	\$ 965,398.40
Wupatki Trails-Lenox Corridor						
On-Forest Measures	Construction of on-forest watershed restoration measures	NRCS/EWP	\$ 600,000.00	\$ 450,000.00	\$ 150,000.00	\$ -
Neighborhood Measures	Construction of flood mitigation measures on private property, County right of way and ADOT right of way	NRCS/EWP	\$ 500,000.00	\$ 303,707.25	\$ 101,235.75	\$ 95,057.00
Totals			\$ 4,500,000.00	\$ 2,579,658.45	\$ 859,886.15	\$ 1,060,455.40

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