PINAL COUNTY
WIDE OPEN OPPORTUNITY

NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION
PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
AGENDA
Wednesday, December 4, 2024

9:30 AM - CALL TO ORDER

PINAL COUNTY ADMINISTRATIVE COMPLEX
BOARD OF SUPERVISORS HEARING ROOM
135 N. PINAL STREET
FLORENCE, AZ 85132

BUSINESS BEFORE THE BOARD
(Consideration/Approval/Disapproval of the following:)

(1) **CONSENT ITEMS:**

All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.

* A. Discussion/approval/disapproval of Minutes from October 30, 2024, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)

* B. Discussion/approval/disapproval to submit a grant application to the Arizona Department of Emergency and Military Affairs for the FY2025 Hazard Mitigation Grant Program in the amount of $30,000 with a match amount of $10,000. This grant will be used by the Pinal County Office of Emergency Management to rewrite the Hazard Mitigation Plan. (Kore Redden/Merissa Mendoza)

* C. Discussion/approval/disapproval of an Intergovernmental Agreement (IGA) between Pinal County and the Ak-Chin Indian Community for Mass Notification System. This contract will be good for two (2) years, with an automatic renewal for one (1) additional two (2) year term. This agreement will be at no cost to the County. Supervisor District #1. (Kore Redden/Merissa Mendoza)

* D. Discussion/approval/disapproval of a Termination Letter for the Facilities Use Agreement between Sun Life Family Health Center and Pinal County Public Health, through the Pinal County Board of Supervisors beginning December 20, 2023, ending December 31, 2024. Although this Agreement is set to expire December 31, 2024, approval from the Pinal County Board of Supervisors for sending a thirty-day notice of intent to terminate is required in order to avoid renewal at the sole discretion of Sun Life. Supervisor District #4. (Steven Ortiz/Merissa Mendoza)

ADJOURNMENT

(SUPPORTING DOCUMENTS ARE AVAILABLE AT THE CLERK OF THE BOARD OF SUPERVISORS' OFFICE AND AT https://pinal.novusagenda.com/AgendaPublic/)

NOTE: One or more members of the Board may participate in this meeting by telephonic conference call.

The Board may go into Executive Session for the purpose of obtaining legal advice from the County's Attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).

In accordance with the requirement of Title II of the Americans with Disabilities Act (ADA), the Pinal County Board of Supervisors and Pinal County Board of Directors do not discriminate against qualified individuals with disabilities admission to public meetings. If you need accommodation for a meeting, please contact the Clerk of the Board Office at (520) 866-6068, at least (3) three business days prior to the meeting (not including weekends or holidays) so that your request may be accommodated.

Pursuant to A.R.S. 38-431.02, NOTICE IS HEREBY GIVEN, that the public will have physical access to the meeting room at 9:15 AM.

Meeting Notice of Posting

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

December 4, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Minutes from October 30, 2024, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

Approve as presented.

History

Time	Who	Approval

ATTACHMENTS:

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Minutes PHSD

PINAL COUNTY
WIDE OPEN OPPORTUNITY

PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
MINUTES
Wednesday, October 30, 2024
10:52 AM

BOARD OF DIRECTORS

Chairman Mike Goodman
Director, District 2

Vice-Chairman Jeffrey McClure
Director, District 4

Kevin Cavanaugh
Director, District 1

Stephen Q. Miller
Director, District 3

Jeff Serdy
Director, District 5

PINAL COUNTY ADMINISTRATIVE COMPLEX
BOARD OF SUPERVISORS HEARING ROOM
135 N. PINAL STREET
FLORENCE, AZ 85132

All Presentations are attached to the Agenda at:
Click Here to View the Public Health Services District Agenda

and a Video Recording of this meeting can be viewed at:
Click Here to View Video Recording

The Pinal County Public Health Services District Board of Directors convened at 10:52 a.m. this date. The meeting was called to order by Chairman Goodman.

Members Present: Chairman Mike Goodman; Vice-Chairman Jeffrey McClure; Director Stephen Q. Miller; Director Jeff Serdy

Members Present Telephonically: Director Kevin Cavanaugh

Staff Present: County Manager, Leo Lew; Chief Civil Deputy County Attorney, Chris Keller; Clerk of the Board, Natasha Kennedy and Deputy Clerk of the Board, Kelsey Pickard

(1) CONSENT ITEMS:
All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.

Chairman Goodman asked if there were any requests from a Board Member, staff or the audience to remove any consent agenda items for discussion. There being none.

Item Action: Approved Consent Agenda Items A through I on the Pinal County Public Health Services District Meeting

Motion Made By: Supervisor Miller Seconded By: Supervisor McClure

To approve Consent Agenda Items A through I on the Pinal County Public Health Services District Meeting.

Motion Passed

Ayes: Cavanaugh, Goodman, McClure, Miller, Serdy (5)

* A. Discussion/approval/disapproval of Minutes from October 2, 2024, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)

* B. Discussion/approval/disapproval of Award 24-AZDOHS-HSGP-240305-01 under the State Homeland Security Grant Program between the Arizona Department of Homeland Security and Pinal County, through the Pinal County Board of Supervisors, beginning October 1, 2024, ending September 30, 2025, for $35,000, and authorize the execution of a Memorandum of Understanding which authorizes the Arizona Department of Emergency and Military Affairs, Division of Emergency Management (DEMA) in coordination with the Department of Homeland Security to manage and execute funding. DEMA will assume responsibility for all programmatic and financial reporting requirements outlined in the subrecipient agreement. (Courtney Prock/Kore Redden/Merissa Mendoza)

* C. Discussion/approval/disapproval of Internship Site Agreement between Priority Nutrition Care LLC and Pinal County Public Health Services District, through the Pinal County Board of Supervisors to provide internship opportunities for students of the Priority Nutrition Care Internship Program. The term of this agreement commences upon the signature of the agreement and extends until termination by either party. (Steven Ortiz/Merissa Mendoza)

* D. Discussion/approval/disapproval of the Internship Site Agreement between Walden University, LLC and Pinal County Public Health Services District, through the Pinal County Board of Supervisors to provide internship opportunities for students of the Walden University Programs. The term of this agreement commences upon the signature of the agreement and extends for five (5) years or until termination by either party. (Steven Ortiz/Merissa Mendoza)

* E. Discussion/approval/disapproval of Amendment No. 1 of Award Agreement No. CTR067928 under the Special Supplemental Nutrition Program for Women, Infant and Children (WIC) and Breastfeeding Peer Counseling (BFPC) Program between the Arizona Department of Health Services and Pinal County, through the Pinal County Board of Supervisors beginning October 1, 2023, ending September 30, 2028. The total amount of the award agreement for October 1, 2024, through September 30, 2025, will not exceed $1,735,478. This breaks down as follows: $1,641,024 for WIC, $94,454 for BFPC. The funding is included in the current budget and was appropriated to this program. (Steven Ortiz/Merissa Mendoza)

* F. Discussion/approval/disapproval of Award ELOY-AZ-ET S24 under the National Children's Alliance 2024 Special Focus grant beginning October 1, 2024, ending December 31, 2024, for $7,763. This grant will be used by the Public Health Family Advocacy Centers for the first-time installation/upgrade of technology to facilitate peer review and HIPAA-compliant digital recording storage and sharing of recordings/images. The grant requires a specific vendor to be selected. The proposed vendor would provide cloud storage and sharing capabilities for forensic interview recordings specific to advocacy center needs and requirements. (Melody Lenhardt/Merissa Mendoza)

* G. Discussion/approval/disapproval to submit a Project Amendment Request to the Arizona Office of the Attorney General Child and Family Advocacy Center - Opioid grant program to extend the award period of Agreement AG24-0005-008 from December 31, 2024, to June 30, 2025, not to exceed the amount of $27,464.33. This grant will continue to be used by the Public Health Department to provide connections to care for people who have - or are at risk of developing - Opioid Use Disorder and any co-occurring Substance Use Disorder/Mental Health conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies. (Melody Lenhardt/Merissa Mendoza)

* H. Discussion/approval/disapproval to submit a Project Amendment Request to the Arizona Office of the Attorney General Child and Family Advocacy Center - Opioid grant program to extend the award period of Agreement AG24-0005-009 from December 31, 2024, to June 30, 2025, in the amount of $26,210.58. The grant will continue to be used by the Public Health Department to provide funding to the Maricopa Family Advocacy Center to prevent misuse of opioids or proved connections to care for people who have - or are at risk of developing - Opioid Use Disorder and any co-occurring Substance Use Disorder/Mental Health conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies. (Melody Lenhardt/Merissa Mendoza)

* I. Discussion/approval/disapproval to submit a Project Amendment Request to the Arizona Office of the Attorney General Child and Family Advocacy Center - Opioid grant program to extend the award period of Agreement AG24-0005-010 from December 31, 2024, to June 30, 2025, in the amount of $31,035.65. This grant will continue to be used by the Public Health Department to provide funding to the San Tan Valley Family Advocacy Center to prevent misuse of opioids or provide connections to care for people who have - or are at risk of developing - Opioid Use Disorder and any co-occurring Substance Use Disorder/Mental Health conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies. (Melody Lenhardt/Merissa Mendoza)

10:53 a.m. – Chairman Goodman adjourned the October 30, 2024, Pinal County Public Health Services District Board of Directors Meeting and reconvened the Pinal County Board of Supervisors Meeting.

PINAL COUNTY
PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS

_____
Mike Goodman, Chairman

ATTEST:

_____
Natasha Kennedy, Clerk of the Board

Minutes Prepared By: Kelsey Pickard, Deputy Clerk of the Board

Approval of Minutes: December 4, 2024

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

December 4, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 82

Dept. #: 359

Dept. Name: PUBLIC HEALTH

Director: MERISSA MENDOZA

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval to submit a grant application to the Arizona Department of Emergency and Military Affairs for the FY2025 Hazard Mitigation Grant Program in the amount of $30,000 with a match amount of $10,000. This grant will be used by the Pinal County Office of Emergency Management to rewrite the Hazard Mitigation Plan. (Kore Redden/Merissa Mendoza)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

The General Fund will be requested for the $10,000 match in Fiscal Year 2025/2026.

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

Approve as presented

History

Time	Who	Approval
11/20/2024 3:20 PM	County Attorney	Yes
11/21/2024 8:10 AM	Grants/Hearings	Yes
11/21/2024 9:44 AM	Budget Office	Yes
11/25/2024 1:51 PM	County Manager	Yes
11/25/2024 2:28 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download
BOS Grant Request
FEMA GO Plan Subapplicaiton

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Board of Supervisors Grant Request

Board of Supervisors meeting date: 11/6/2024

Department seeking grant: Office of Emergency Management

Name of Granting Agency: Arizona Dept of Emergengy & Military Affai

Name of Grant Program: HAZARD MITIGATION GRANT PROGRAM

Project Name: Hazard Mitigation Plan Rewrite

Amount requested: $40,000

Match amount, if applicable: 25% (10,000)

Application due date: 12/6/2024

Anticipated award date/fiscal year: 6/30/2025

What strategic priority/goal does this project address?: Vibrant Communities

Applicable Supervisor District: County Wide

Brief description of project:
This grant will pay for a contractor to rewrite the Hazard Mitigation Plan for Pinal County.

Approval received per Policy 8.20: ✔ OnBase Grant #: 2024-1351

Please select one:

- Discussion/Approve/Disapproval consent item ✔
- New item requiring discussion/action ☐
- Public Hearing required ☐

Please select all that apply:

- Request to submit the application ✔
- Retroactive approval to submit ☐
- Resolution required ☐
- Request to accept the award ☐
- Request to approve/sign an agreement ☐
- Budget Amendment required ☐
- Program/Project update and information ☐

Plan Subapplication

Start a subapplication	
Organization you are applying for	Pinal County
Organization you are applying to	DEMA
Subapplication title	Pinal County Hazard Mitigation Plan
Subapplication type	Plan
Document control number (optional)	

Subapplicant information

Subapplicant information	
Name of federal agency	FEMA
Type of submission	■ Pre-application ☐ Application ☐ Changed/Corrected application
Type of Subapplicant	☐ State Government ■ Local Government ☐ Indian Tribal Government ☐ Special Governmental District ☐ Private Non-Profit ☐ Other
Is Subapplication subject to review by Executive Order 12372 Process?	☐ Yes ☐ No, program is not covered by E.O. 12372 ■ No, program has not been selected by state for review
If Yes, this preapplication/application was made available to the Executive Order 12372 Process for review on: (MM-DD-YYYY)	

Subapplicant information	
Is the Subapplicant delinquent on any Federal debt?	☐ Yes ■ No
If yes, please provide an explanation:	

Contact information

Add a Subrecipient Authorized Representative (SAR)	
Title	Chairman of the Board of Supervisors
Prefix (optional)	■ Mr. ☐ Ms. ☐ Mrs. ☐ Dr.
First Name	Mike
Middle Initial	
Last Name	Goodman
Agency/Organization	Pinal County Supervisor
Primary phone	520-866-6068
Extension (optional)	
Type	☐ Home ■ Work ☐ Mobile
Secondary phone	
Extension	
Type	☐ Home ☐ Work ■ Mobile
Optional phone	
Fax number	

Add a Subrecipient Authorized Representative (SAR)	
Email	BOSChair@pinal.gov
Address line 1	P.O. BOX 1349
Address line 2	
City	Florence
State/territory	Az
ZIP code	85132
ZIP extension	
Phone	
Fax	

Add a Point(s) of Contact	
Title	Operations Manager
Prefix (optional)	☐ Mr. ■ Ms. ☐ Mrs. ☐ Dr. ☐ Hon. ☐ Exe.
First Name	Courtney
Middle Initial (optional)	
Last Name	Prock
Primary phone	520-866-6479
Extension (optional)	
Type	☐ Home ■ Work ☐ Mobile
Secondary phone	520-840-2115
Extension (optional)	

Add a Point(s) of Contact	
Type	☐ Home ☐ Work ■ Mobile
Optional phone	
Fax number (optional)	
Email	Courtney.prock@pinal.gov
Address line 1	PO BOX 749
Address line 2 (optional)	
City	Florence
State/territory	Az
ZIP code	85132
ZIP extension (optional)	

Community

Please find the community(ies) that will benefit from this mitigation activity by clicking on the Find Communities button. If needed, modify the Congressional District number for each community by entering the updated number under the U.S. Congressional District column for that community. NOTE: You should also notify your State NFIP coordinator so that the updated U.S. Congressional District number can be updated in the Community Information System (CIS) database.

Add Communities (complete this table for each benefitting community)	
State	Arizona
Community name (optional)	
County name (optional)	Pinal
County code	
CID number	
CRS community	■ Yes ☐ No
CRS rating	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ■ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10

Add Communities (complete this table for each benefitting community)	
U.S. Congressional District	1,4
Please provide any additional comments (optional)	
Attachments	

Mitigation Plan

Please provide your plan information.

Mitigation plan information	
Is the entity that will benefit from the proposed activity covered by a current FEMA approved multi-hazard mitigation plan in compliance with 44 CFR Part 201?	■ Yes ☐ No
If Yes, please provide plan information:	*Updating Plan*
Plan name	Pinal County Multi-Hazard Mitigation Plan
Plan type	☐ State Multi-hazard Mitigation Plan ☐ Tribal Multi-hazard Mitigation Plan ■ Local Multi-hazard Mitigation Plan ☐ Tribal (Local) Multi-hazard Mitigation Plan ☐ Local Multijurisdictional Multi-hazard Mitigation Plan ☐ Tribal (Local) Multijurisdictional Multi-hazard Mitigation Plan
Is this plan standard or enhanced? (for Applicants only)	■ Standard ☐ Enhanced
Plan approval date (MM-DD-YYYY)	09/12/2022
Proposed activity description (optional)	Update the Multi-hazard mitigation plan

Mitigation plan information	
Please provide any additional comments (optional).	
Attachments	

Scope of Work

The project Scope of Work (SOW) identifies the eligible activity, describes what will be accomplished and explains how the mitigation activity will be implemented. The mitigation activity must be described in sufficient detail to verify the cost estimate. All activities for which funding is requested must be identified in the SOW prior to the close of the application period. FEMA has different requirements for project, planning and management cost SOWs.

Scope of work	
Subapplication title (include type of activity and location)	Update the Pinal County Multi-hazard mitigation plan
Activities	
Primary activity type	☐ New Plan ■ Plan update ☐ Planning related activities ☐ Partnerships
Primary sub-activity type	☐ State Multi-hazard Mitigation Plan ☐ Tribal Multi-hazard Mitigation Plan ■ Local Multi-hazard Mitigation Plan ☐ Tribal (Local) Multi-hazard Mitigation Plan ☐ Local Multijurisdictional Multi-hazard Mitigation Plan ☐ Tribal (Local) Multijurisdictional Multi-hazard Mitigation Plan ☐ Tribal Flood Mitigation Plan ☐ Local Flood Mitigation Plan ☐ Tribal (Local) Flood Mitigation Plan ☐ Other Plan

Scope of work	
If Partnerships is selected as a primary activity type, these additional primary sub-activity type options are available.	☐ Assess needs ☐ Conduct mitigation tabletop exercises ☐ Create informational portal ☐ Develop partnership case studies and best practices ☐ Hold forums ☐ Host meetings ☐ Host trainings or webinars ☐ Identify partnerships opportunities ☐ Research potential partners ☐ Other
If Other Plans or Other are selected as the primary sub-activity type, please specify	
Secondary activity type (optional)	(see Primary activity type list above)
Secondary sub-activity type (optional)	(see Primary sub-activity type lists above)
If Other Plans or Other are selected as the secondary sub-activity type, please specify	
Tertiary activity type (optional)	(see Primary activity type list above)
Tertiary sub-activity type (optional)	(see Primary sub-activity type lists above)
If Other Plans or Other are selected as the tertiary sub-activity type, please specify	
Geographic areas description	

Scope of work	
Hazard sources	
Primary hazard source	☐ Biological incident ☐ Chemical incident ☐ Civil disturbance ☐ Cyber incident ☐ Dam/Levee break ☐ Disease ☐ Drought ☐ Earthquake ☐ Explosion ☐ Extreme temperature ☐ Fire ☐ Flooding ☐ Hostile action ☐ Infrastructure failure ☐ Landslide/Debris flow ☐ Nuclear explosion ☐ Radiological incident ☐ Severe Storm ☐ Solar event ☐ Space object ☐ Tornado ☐ Tropical cyclone (Hurricane/Typhoon) ☐ Tsunami ☐ Uncategorized ☐ Volcano ☐ Winter storm
Secondary hazard source (optional)	(see list above)
If Uncategorized, please specify	
Evaluation process description	
Implementation process description	
Primary sources description	
Staff and resources description	

Scope of work	
Additional comments (optional)	
Attachments	

Schedule

Specify the work schedule for the mitigation activities. Add tasks to the schedule. Please include all tasks necessary to implement this mitigation activity; include descriptions and estimated time frames.

Add a Task (complete this table for each task)	
Task name	**Update the Multi-hazard mitigation plan**
Task description	Update the Multi-hazard mitigation plan by meeting with our stakeholders, tribal communities, and incorporated cities and towns for a Pinal County mitigation plan.
Start month (number)	7/1/25
Task duration (in months)	12

Schedule	
Estimate the total duration of your proposed activities (in months).	
Proposed start date (MM/DD/YYYY)	07/01/2025
Proposed end date (MM/DD/YYYY)	06/30/2026

Budget

Budget cost estimate should directly link to your scope of work and work schedule. You must add at least one item greater than $0 for your cost estimate. Once you have added item(s) for your cost estimate, you may then add the item(s) for management cost (optional). ***FEMA will provide 100 percent federal funding for subrecipient management costs for BRIC program activities.*** *As*

necessary, please adjust your federal/non-federal cost shares and add the non-federal funding source(s) you are planning to use for this project.

Cost estimate is the line item(s) budget to support the scope of work for the execution and completion of the project. Be sure to include the cost associated with revisions/formal adoption.

Add Cost estimate budget cost item(s)	
Cost type:	Cost estimate
Add an item (complete table for each cost item)	Plan Update
Name of cost item	Contractor for Plan update
Quantity	1
Unit of measure	☐ Acre ☐ Cubic foot ☐ Cubic yard ☐ Day ■ Each ☐ Foot ☐ Hour ☐ Inch ☐ Linear foot ☐ Mile ☐ Million board feet ☐ Square foot ☐ Square yard ☐ Square foot per inch ☐ Ton
Unit price	$40,000
Unit total	$40,000
Budget class	☐ Construction ■ Contractual ☐ Equipment ☐ Fringe benefits ☐ Indirect charges ☐ Other ☐ Personnel ☐ Supplies ☐ Travel
Pre-award	☐ Yes ■ No
Cost estimate total	$40,000

Management cost (optional) is the line item(s) to support the scope of work for the execution and completion of the project. Be sure to include the cost associated with managing the project/initiative/activity. The total amount of management costs cannot exceed 5% of the total Cost estimate amount.

Add Management cost budget cost item(s)	
Cost type:	Management cost
Item	☐ Equipment ☐ Office Space Rental ☐ Other ☐ Salaries ☐ Supplies ☐ Travel
Quantity	
Unit of measure	☐ Acre ☐ Cubic foot ☐ Cubic yard ☐ Day ☐ Each ☐ Foot ☐ Hour ☐ Inch ☐ Linear foot ☐ Mile ☐ Million board feet ☐ Square foot ☐ Square yard ☐ Square foot per inch ☐ Ton
Unit price	$
Unit total	
Budget class	☐ Construction ☐ Contractual ☐ Equipment ☐ Fringe benefits ☐ Indirect charges ☐ Other ☐ Personnel ☐ Supplies ☐ Travel
Pre-award	☐ Yes ☐ No
Management cost total	$

Grand total (Cost estimate total + Management cost total)	$
Program income (optional)	$40,000

Cost share

Cost share or matching means the portion of project costs not paid by federal funds.

Hazard mitigation assistance (HMA) funds may be used to pay up to 75% federal share of the eligible activity costs. Small impoverished communities may be eligible for up to 90% federal share for Building Resilient Infrastructure and Communities (BRIC) funding. Flood Mitigation Assistance (FMA) and severe repetitive loss (SRL) properties may be eligible for up to 100% federal share. FEMA will provide 100 percent federal funding for subrecipient management costs for BRIC program activities. Repetitive loss (RL) properties may be eligible for up to 90% federal share.

Proposed federal vs. non-federal funding shares	
Is this a small impoverished community? (See Appendix for definition) This determines your federal/non-federal share ratio.	☐ Yes ■ No
If Yes	▪ Federal Share Percentage 90% ▪ Non-Federal Share Percentage 10%
Based on total budget cost	$
Proposed federal share	$
Proposed non-federal share	
If No	▪ Federal Share Percentage 75% ▪ Non-Federal Share Percentage 25%
Based on total budget cost	$40,000
Proposed federal share	$30,000

Non-federal funding share is that portion of the total costs of the program provided by the non-federal entity in the form of in-kind donations or cash match received from third parties or contributed by the agency. In-kind contributions must be provided, and cash expended during the project period along with federal funds to satisfy the matching requirements.

Add funding source (complete this table for each funding source)	
Funding source	General Fund
Name of source agency	Pinal County
Funding amount	$40,000
Percent non-federal share by source	25 %
Funding type a K	☐ Administration ■ Cash ☐ Consulting fees ☐ Engineering fees ☐ Equipment operation/rental ☐ Labor ☐ Other ☐ Program income ☐ Supplies
Date of availability (MM/DD/YYYY)	07/01/2025
Fund commitment letter date (MM/DD/YYYY)	
Total percent non-federal share	25%
Please provide any addition comments (optional)	
Attachments	

Evaluation

Evaluation	
Is the applicant participating in the Community Rating System (CRS)? https://www.fema.gov/national-flood-insurance-program-community-rating-system	■ Yes ☐ No
If Yes, what is their CRS rating?	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ■ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10

Evaluation	
Is the applicant a Cooperating Technical Partner (CTP)? https://www.fema.gov/cooperating-technical-partners-program	☐ Yes ■ No
Was this created from a previous FEMA HMA Advance assistance/Project scoping award?	☐ Yes ■ No
If yes, please provide the project identifier.	
Has the recipient adopted building codes consistent with the International Codes? https://www.iccsafe.org/advocacy	■ Yes ☐ No
If Yes, enter year of building code.	2018, 2017
If Yes, please provide the building code.	IBC,IRC,IPMC,IPC,IMC,ISPSC,IECC,IFGC,IFC, 2017 NEC
Have the applicant's building codes been assessed on the Building Code Effectiveness Grading Schedule (BCEGS)? http://www.isomitigation.com/bcegs	■ Yes ☐ No
If Yes, what is their BCEGS rating?	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 Unknown ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10

Assurances and Certifications

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form.

Lobbying	
As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over $ 100,000, as defined at 44 CFR Part 18, the applicant certifies that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. (b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.	■ Applicant will NOT use federal appropriated funds for lobbying purposes. ☐ Applicant will use non-appropriated funds for lobbying purposes. If so, complete Standard Form LLL "Disclosure of Lobbying Activities" below.

Standard Form-LLL "Disclosure of Lobbying Activities"	
This form must be attached to certification if non-appropriated funds are to be used to influence activities.	
1. Type of federal action:	☐ Contract ☐ Cooperative agreement ☐ Grant ☐ Loan ☐ Loan guarantee ☐ Loan insurance

Standard Form-LLL "Disclosure of Lobbying Activities"	
2. Status of federal action:	☐ Bid/offer/application ☐ Initial award ☐ Post award
3. Report Type:	☐ Initial filing ☐ Material change
4. Name and address of reporting entity:	☐ Prime ☐ SubAwardee
If SubAwardee, enter tier, if known: (optional)	
Name	
Street 1	
Street 2 (optional)	
City	
State (optional)	
Zip (optional)	
Zip extension (optional)	
Congressional district, if known: (optional)	
5. If SubAwardee, enter name and address of prime below.	
Name	
Street 1	
Street 2 (optional)	
City	
State (optional)	

Standard Form-LLL "Disclosure of Lobbying Activities"	
Zip (optional)	
Zip extension (optional)	
Congressional district, if know: (optional)	
6. Federal department/agency:	
7. Federal program name/description:	
CFDA number, if applicable: (optional)	
8. Federal action number, if known: (optional)	
9. Award amount, if known: (optional)	$
10. Name and address of lobbying registrant:	
Prefix (optional)	☐ Dr. ☐ Miss ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Rev.
First name	
Middle name (optional)	
Last name	
Suffix (optional)	☐ Jr. ☐ MD ☐ PHD ☐ Sr.
Street 1	
Street 2 (optional)	
City	

Standard Form-LLL "Disclosure of Lobbying Activities"	
State (optional)	
Zip (optional)	
Zip extension (optional)	
10b. Individual performing services: (including address if different from No. 10a)	
Prefix (optional)	☐ Dr. ☐ Miss ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Rev.
First name	
Middle name (optional)	
Last name	
Suffix (optional)	☐ Jr. ☐ MD ☐ PHD ☐ Sr.
Street 1	
Street 2 (optional)	
City	
State (optional)	
Zip (optional)	
Zip extension (optional)	

Standard Form-LLL "Disclosure of Lobbying Activities"	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	

3. Drug-Free Workplace (Grantee other than individuals)	
As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620.	
A. The applicant certifies that it 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;	

3. Drug-Free Workplace (Grantee other than individuals)	
(b) Establishing an on-going drug free awareness program to inform employees about (1) The dangers 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 to be given a copy of the statement required by paragraph (a);	
(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will- (1) Abide by the term of the statement; and (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring ion the workplace no later than five calendar days after such convictions.	
(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.	

3. Drug-Free Workplace (Grantee other than individuals)	
(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is 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 an 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).	
B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:	
Place of performance (street address, city, county, state, ZIP code) (optional)	
There are workplaces on file that are not identified.	☐ Yes

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

December 4, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #: 359

Dept. Name: PUBLIC HEALTH

Director: MERISSA MENDOZA

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of an Intergovernmental Agreement (IGA) between Pinal County and the Ak-Chin Indian Community for Mass Notification System. This contract will be good for two (2) years, with an automatic renewal for one (1) additional two (2) year term. This agreement will be at no cost to the County. Supervisor District #1. (Kore Redden/Merissa Mendoza)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

No impact to the general fund.

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

Approve as presented.

History

Time	Who	Approval
11/20/2024 3:22 PM	County Attorney	Yes
11/21/2024 9:43 AM	Budget Office	Yes
11/25/2024 2:10 PM	County Manager	Yes
11/25/2024 2:29 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

Pinal County IGA Regional Mass Notification System

INTERGOVERNMENTAL AGREEMENT
BETWEEN PINAL COUNTY AND THE AK CHIN INDIAN COMMUNITY
FOR SHARING OF THE REGIONAL MASS NOTIFICATION SYSTEM

THIS INTERGOVERNMENTAL AGREEMENT dated November 6, 2024 ("**Agreement**"), is made by and between PINAL COUNTY, a political subdivision of the State of Arizona ("**Pinal County**") and Ak Chin Indian Community, a federally recognized Indian Tribe ("**Ak-Chin**"). Pinal County and Ak-Chin are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, Pinal County applied for and received a grant from the Arizona Department of Homeland Security for a regional mass notification system (hereinafter "the System"); and

WHEREAS, Pinal County recognizes the need for local jurisdictional control of public and employee mass notifications during emergency and non-emergency incidents along with the need to make countywide and/or specific location notifications of unincorporated areas in order to be the most effective in attempts to save lives and inform people; and

WHEREAS, the jurisdictions within Pinal County operate as their own Public Safety Answering Point (PSAP) for 9-1-1 calls from their constituents and the communications center for their respective public safety agencies; and

WHEREAS, the Parties have reached an agreement on the sharing of the selected mass notification system and an understanding of the responsibilities of each Party in implementing this Agreement; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the provisions of Arizona Revised Statutes ("**A.R.S.**") § 11-952.

AGREEMENT

NOW, THEREFORE, the Parties hereto, in consideration of the stipulations, covenants and agreements hereinafter set forth, hereby agree as follows:

ARTICLE 1. LICENSE AND SUPPORT

A. Under this Agreement Pinal County agrees to:

- Provide a non-exclusive, non-transferable, non-sublicensable access to use all networks and databases that make up the System including but not limited to

Organizational Administrator rights, ability to import files and/or templates into the system for jurisdictional use, and the confidential and sovereign ability for the jurisdiction to set up their portion of the system as they see fit without interference from Pinal County.

- Act as the Administrative Agent for the Participating Parties that have entered into the agreement with the selected third-party vendor, keep records as required by such agreement and/or by funding guidelines, and other activities necessary to administer the System on behalf of the Participating Parties.

B. Under this Agreement Ak-Chin agrees to:

- Determine the structure of its portion of the System and set up accordingly.
- Provide assurance suitable to the County that it will not sub-lease or allow user access to any portion of the System to any group, individual or agency that is not under governmental control of that jurisdiction.
- Abide by the governance document provided by Pinal County as well as any revisions and/or updates.
- Make timely payment to the County in accordance with Article 3 below.

ARTICLE 2. INFORMATION OWNERSHIP, RELEASE AND ACCURACY

A. Ak-Chin understands and agrees that the System, related data, documentation and all other information and materials provided by Pinal County under this Agreement are confidential.

B. Ak-Chin may not, (i) transfer all or any portion of the System to a different, competing system or permit use by third parties, (ii) make copies of the system data and/or reports other than for back-up, training, testing or other internal support reasons.

C. Pinal County specifically disclaims any warranty concerning the usage and functionality of the System as it pertains to Ak-Chin.

D. Each Party is responsible for the entry and maintenance of their data, in accordance to how they set up their portion of the System. Parties will not have access to the data nor use of the system of the other Parties to this agreement, with the exception that as the Account Administrator for the vendor of the System, Pinal County will have access throughout the entire System. Pinal County will only allow up to three (3) county employees to be trusted with Account Administrator rights.

ARTICLE 3. FINANCIAL CONSIDERATIONS

A. Pinal County shall purchase and financially maintain the licensure for the System. Each participating jurisdiction shall pay Pinal County an amount equal to $0.13 per resident each year based on the most recent Census. Payment shall be made within 60 calendar days of Ak-Chin's execution of this Agreement and within 30 calendar days of the anniversary or the execution.

B. All participating Parties are responsible for the cost of acquiring and maintaining the necessary hardware and licensed software required to operate the System and to participate in this Agreement (such as computers, laptops, tablets, cell phones, internet access, and cellular data service). Nothing included in this Agreement requires either Party to fund the activities of the other Party.

C. This Agreement shall be subject to available funding, and nothing in this Agreement shall bind either Party to expenditures in excess of funds appropriated and allocated for the purposes outlined in this Agreement.

C. The employees of each Party to this Agreement will not for any purpose be considered employees or agents of the other Party. Each Party assumes full responsibility for the actions of its personnel while performing services under this Agreement, and shall be solely responsible for their supervision, direction and control. Pinal County and (Ak-Chin) will be responsible for paying the full cost of employee salaries and benefits for their respective staffs in regards to any work performed under this Agreement.

D. At the request of Ak-Chin, Pinal County agrees to provide the appropriate level of skilled staff members, if available, to assist Ak-Chin with the implementation of the System program for Ak-Chin, which could include training, direct support and technical assistance. Nothing in this Agreement prohibits any Party from entering into contract with the System's vendor for additional training, direct support and/or technical assistance.

E. Pinal County agrees not to assess Ak-Chin for any overhead costs for operating and maintaining the System infrastructure or housing of any equipment including, without limitation, rental fees for space, electrical and utility costs, supplies and janitorial costs.

ARTICLE 4. INDEMNIFICATION

To the extent permitted by law, each Party (as "**Indemnitor**") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "**Claims**") arising out of actions taken in performance of this Agreement to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

ARTICLE 5. TERMINATION

A. This Agreement may be terminated by either Party upon thirty days' written notice to the other Party.

B. Upon termination or cancelation of this Agreement, Pinal County agrees to transfer all data developed by Ak-Chin staff to the person designated by Ak-Chin to be the administrator of said data.

ARTICLE 6. TERM

The term of this Agreement shall be two years unless either Party gives written notice of termination to the other Party as set forth in Article 6 above. Either Party to this Agreement may request a renewal of this Agreement, for one additional term of two years, by the submission of written notice by such Party within sixty (60) days of the expiration of this Agreement.

ARTICLE 7. MISCELLANEOUS PROVISIONS

A. NOTICES: All notices to the other Party required under this Agreement shall be in writing and sent by first-class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

If to (Ak-Chin):
Robert Miguel
Chairman
42507 W. Peters & Nall Rd.
Maricopa, Arizona 85138

If to Pinal County:
Courtney Prock
Office of Emergency Management Admin Manager
P.O. Box 727
Florence, Arizona 85132

B. WAIVER OF TERMS AND CONDITIONS: The failure of Ak-Chin or Pinal County to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

C. GOVERNING LAW: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona.

D. NONASSIGNMENT: This Agreement has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this Agreement, either in whole or in part. Neither Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.

E. ENTIRE AGREEMENT: This Agreement and the governance document for the System represent the entire agreement between the Parties and supersede all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.

F. SEVERABILITY: If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

G. CONFLICTS OF INTEREST: The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

H. COMPLIANCE WITH CIVIL RIGHTS: The Parties agree to comply with the applicable provisions of A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

I. ARBITRATION: To the extent required by A.R.S. §§ 12-133 and 12-1518(B), the Parties agree to resolve any dispute arising out of this Agreement by arbitration.

J. WORKER'S COMPENSATION: Each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of any Worker's Compensation benefits or other fringe benefits of said employees.

K. COMPLIANCE WITH LAWS: The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement and any disputes hereunder.

L. NO JOINT VENTURE: It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

M. NO THIRD PARTY BENEFICIARIES: Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT "A"

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth below.

"Pinal County"

PINAL COUNTY, a political subdivision of the State of Arizona

By: _____
Chairman of the Board of Supervisors

Dated: _____

ATTEST:

_____
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND WITHIN THE POWERS AND AUTHORITY OF PINAL COUNTY:

_____
Deputy County Attorney

"Ak-Chin"

AK-CHIN INDIAN COMMUNITY, a federally recognized Indian Tribe

By: _____
Chairman

Dated: 11/7/2024

ATTEST:

_____
Council Executive Secretary

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

December 4, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #: 359

Dept. Name: PUBLIC HEALTH

Director: MERISSA MENDOZA

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of a Termination Letter for the Facilities Use Agreement between Sun Life Family Health Center and Pinal County Public Health, through the Pinal County Board of Supervisors beginning December 20, 2023, ending December 31, 2024. Although this Agreement is set to expire December 31, 2024, approval from the Pinal County Board of Supervisors for sending a thirty-day notice of intent to terminate is required in order to avoid renewal at the sole discretion of Sun Life. Supervisor District #4. (Steven Ortiz/Merissa Mendoza)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

No impact to the general fund.

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

Approve as presented.

History

Time	Who	Approval
11/21/2024 9:44 AM	County Attorney	No
11/21/2024 9:46 AM	Public Health/ME	Yes
11/21/2024 9:51 AM	County Attorney	Yes
11/22/2024 8:56 AM	Budget Office	Yes
11/25/2024 1:04 PM	County Manager	Yes
11/25/2024 2:34 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

Agreement Termination Letter
Sun Life Family Practice - Facilities Agreement Final

Kevin Cavanaugh
Supervisor, District 1

Mike Goodman
Supervisor, District 2

Stephen Q. Miller
Supervisor, District 3

Jeffrey McClure
Supervisor, District 4

Jeff Serdy
Supervisor, District 5

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Sun Life Family Health Center, Inc.
Attn: Eddie Estrada, MD, CEO
PO Box 10097
Casa Grande, AZ 85130

December 4, 2024

RE: Facilities Use Agreement for space at 23 S McNab Parkway, San Manuel, AZ 85631

Dear Dr. Estrada,

This is official notice that Pinal County will be terminating our agreement (dated 12/20/2023) with Sun Life, effective January 4, 2025.

Our Public Health Department will be in contact with you to arrange for the move-out, return of keys, etc.

Sincerely,

Mike Goodman
Chairman of the Board of Supervisors

cc: Merissa Mendoza

DocuSign Envelope ID: BA7F2A47-E7F4-4DE9-B303-56B25DE3A1F2

FACILITIES USE AGREEMENT

This Facilities Use Agreement (the "**Agreement**") is made and entered into effective as of the 20th day of December 2023 (the "**Effective Date**") by and between Sun Life Family Health Center, Inc. ("**Owner**") and Pinal County Department of Public Health (the "**Organization**").

WITNESSETH

WHEREAS Owner owns the Sun Life Health Family Practice Health Center located at 23 S McNab Pkwy, San Manuel, AZ 85631 (the "**Premises**"); and

WHEREAS, the Organization wishes to utilize, and Owner agrees to make available a total of 382 square footage of space of the Premises for use by the Organization for certain permitted uses, as more particularly provided for in this Agreement.

NOW THEREFORE, the Organization and Owner, each in consideration of the covenants and agreements of the other and intending to be legally bound, agree as follows:

1)**Use of Premises.** Subject to the terms, conditions and covenants contained in this Agreement, Owner hereby agrees to provide the Organization and its Clients (defined below in Paragraph 6) with access to the Premises for the particular uses specified in Paragraph 5. Owner, in its sole discretion, may change the terms of the use of space and square footage contained in the Premises by providing the Organization with a notice of the details and restrictions applicable thereto. The Organization's use of the Premises shall be on a non-exclusive, non-preferential, shared-use basis, with said use to be pre-approved as provided in Paragraph 5. Nothing in this Agreement shall be deemed to confer upon the Organization any interest in the Premises, right to possess or control the use of the Premises, or any other rights with respect to the Premises other than those expressly provided herein.

2) **Term and Termination.**

a) The initial term of this Agreement shall commence on the Effective Date and shall remain in effect until December 31, 2024. The terms of the Agreement will be reviewed by the Owner annually at least one month prior to renewal to determine whether the Agreement will be renewed for an additional one-year term. This Agreement may be terminated by either party at any time with at least thirty (30) days prior written notice.

b)Owner may, at its option, immediately terminate this Agreement (i) if the Organization fails to cure any breach of this Agreement within ten (10) business days after receiving written notice of the breach from Owner. (Upon such termination of this Agreement by Owner in accordance with (i) above or by the Organization the Organization shall pay to the Owner all Fees (as defined below) which are due through the remaining Term of the Agreement and any costs or reimbursements provided for in Paragraph 4 which are due through the date of

termination of the Agreement. Owner and the Organization both acknowledge and agree that, upon any termination of this Agreement, the Organization shall have no further right to access the Premises.

3)**Use Fees.** During the Term of this Agreement, the Organization shall pay to Owner for use of the Premises a non-refundable monthly use fee in the amount of $240 (the "Fee"). The Fee shall be paid by the Organization on the first day of each month during the Term, without setoff or deduction, at Owner's address as set forth in Paragraph 18. The prior sentence notwithstanding, the first payment will be made to Owner within five (5) days following the Effective Date. In the event if any Fee has not been paid within thirty (30) calendar days following the due date, the late Fee shall accrue interest at the lesser of (i) one percent (1%) per month and (ii) the maximum interest rate permitted by law.

4)**Costs and Reimbursement.** In addition to the Fees provided for in Paragraph 3, the Organization agrees to:

a) be solely responsible for all out-of-pocket costs associated with Organization's activities and delivery of WIC services to its clients.

b) pay for the repair of any and all damage to the Premises or equipment located on the Premises caused by the Organization or its Clients or resulting from the Company's use of the Premises.

5)**Approval of and Permitted Uses**. In order to utilize space in the amount of 382 square feet on the Premises for any of the uses permitted in this Paragraph 5, the Organization shall submit a request to Owner with reasonable advance notice. Owner in its sole discretion may approve or disapprove said request or condition its approval on factors deemed by Owner to be in the best interest of preserving the Premises. However, no authorization of use shall be unreasonably withheld by Owner or unreasonably conditioned. If the request is so approved by Owner, the Organization may use the Premises for only the following purposes:

a) To serve clients under the Women, Infants and Children (WIC) program. Clients served are residents of San Manuel and the surrounding communities. Many of the WIC clients are also clients of the Owner.

b) Clients are provided with nutrition and breastfeeding education and support, healthy supplemental foods, and referrals to other community resources.

c) Services will be provided in-person services at the Premises on the first and third Mondays of each month with the exception of county-observed holidays that fall on Mondays.

6)**Clients.** The Organization may allow its employees and clients and potential or prospective clients (collectively "**Clients**") to enter and use the Premises in accordance with the terms and conditions of this Agreement, subject to the following:

a) The Organization is responsible for maintaining the security and safety of their clients while on the Premises. At least one member of the Organization's staff must remain on the Premises at all times while the Organization's Clients are present on the Premises.

7) **Compliance with Laws.** The Organization agrees to comply with, and require all Clients to comply with, all federal, state and other laws while on the Premises.

8) The Organization must display signage and notices that identifies the Organization and the services that they are providing on the Premises.

9)**Protection of Property.** The Organization will be liable for any destruction or damage on the Premises. Subject to reasonable wear and tear, the Organization is expected to return the Premises to its original state of maintenance and repair upon the termination of this Agreement.

10)**Non-Exclusive Use.** The Organization recognizes, understands and acknowledges that this Agreement is non-exclusive. The Organization agrees that all rights, titles and privileges under this Agreement are, and shall be, at all times expressly subject to Owner's basic primary right to prevent any fire, nuisance or unnecessary injury to said Premises or to the commercial values thereof, and to develop, lease, use, enjoy and protect the Premises without restriction. If Owner determines it expedient or advisable for Owner to prohibit, curtail, limit or suspend use of the Premises by the Organization, Owner shall have the right to do so.

11)**Insurance.** At all times during the Term of this Agreement, the Organization agrees to maintain a liability insurance policy in an amount no less than $1,000,000 and to add Owner as an additional insured, at the Organization's expense. As soon as practicable following the Effective Date and subject to the immediately preceding sentence, the Organization shall furnish to Owner a certificate of insurance evidencing that such policy is in force and will continue in force during the Term of the Agreement. Pinal County will notify Owner in writing at least thirty (30) days in advance of the effective date of any material change in or cancellation of such insurance.

12)**Assumption of Risk.** The Organization acknowledges, having inspected the Premises, that it is familiar with the condition thereof, and accepts access to the Premises under existing conditions. It is understood and acknowledged that Owner makes no warranty, either express or implied, as to the condition of the Premises.

13)**Indemnity.** The Company has executed that certain Indemnification Agreement dated of even date herewith, attached hereto as Exhibit A (the "**Indemnification Agreement**").

14)**Notices**. Any notice, communication, request, reply, consent, advice or disclosure notice ("Notice") required or permitted to be given or made by any party to another in connection with this Agreement must be in writing and may be given or served by (i) depositing such Notice in the United States mail, postage prepaid and registered or certified with return receipt requested, (ii) hand delivering such Notice, (iii) sending such Notice by an express air mail courier service for next business day delivery, or (iv) facsimile or electronic means, the receipt of which is confirmed in writing by the named recipient. Notice deposited in the mail in the manner described above shall

be effective 72 hours after such deposit, and Notice hand delivered in person or delivered by facsimile, electronic means or express courier service shall be effective at the time of delivery. For purposes of delivering any Notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

(a) If to the Organization:
Pinal County Public Health Services District
31 N Pinal Street,
Florence, AZ 85132
Attn: Merissa Mendoza, MPA, Director

(b) If to Owner:
Sun Life Family Health Center, Inc.
P.O. Box 10097
Casa Grande, AZ 85130
Attention: Eddie Estrada, MD, CEO

15)**Assignment**. This Agreement may be assigned by Owner. The Organization shall not assign or transfer this Agreement without the prior written consent of Owner, which consent may be granted or withheld in Owner's sole discretion. This Agreement and the rights, interests and obligations hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

16)**Miscellaneous**. This Agreement and the Exhibit attached hereto contain the complete agreement between Owner and the Organization with respect to the subject matter hereof and supersede all prior agreements and understandings between them with respect to such subject matter. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and together shall constitute one and the same agreement. IT IS AGREED THAT THIS AGREEMENT IS INTENDED TO GOVERN THE GENERAL USE OF THE PREMISES AND IS NOT A LEASE; AND THAT NO LEASEHOLD INTEREST OR TENANCY IS INTENDED TO BE OR SHALL BE CREATED HEREBY. This Agreement and the rights and obligations provided hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of Arizona.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Owner and the Organization have executed this Agreement effective as of the day and year first above written.

Company:
Pinal County Public Health Services District, A local government agency

By:_____
Chairman Mike Goodman, Pinal County Board of Supervisors

Owner:
Sun Life Family Health Center, Inc., an Arizona non-profit Corporation

DocuSigned by:
By: Eddie Estrada
1CC3626D9A84455...
Eddie Estrada, MD, CEO

DocuSign Envelope ID: BA7F2A47-E7F4-4DE9-B303-56B25DE3A1F2

Exhibit A

INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("**Agreement**") is made effective as of the 20th day of December 2023 (the "**Effective Date**"), by and between Sun Life Family Health Center, Inc. (the **Indemnitee**") owner of the Premises (as defined below). and Pinal County Department of Public Health
("**Organization**").

WHEREAS, Indemnitee owns the property where the San Manuel Family Practice Health Center facility is housed located at 23 S McNab Pkwy, San Manuel, AZ 8 5631 (the "**Premises**").

WHEREAS, from time to time Indemnitee allows the Organization , and its subsidiaries and Affiliates and their respective employees and , clients and potential or prospective clients (the "**Users**") to use the Premises for business-related purposes (the term "business-related purposes" shall be interpreted (business-related purposes s are collectively referred to herein as the "**Permitted Uses**"); and

WHEREAS, as an inducement for Indemnitee to continue to allow the Users to use the Premises for the Permitted Uses, the Organization desires to indemnify the Indemnitee for liability resulting out of Organizations use:.

NOW, THEREFORE, the Organization and Indemnitee hereby agree as follows:

1. Indemnification. To the fullest extent permitted by law, the Organization shall , indemnify, defend and hold harmless Indemnitee, and Indemnitee's agents, representatives, and employees, (other than the Users), successors and assigns from and against all claims, demands, causes of action and damages whatsoever, including attorneys' fees, relating to any accident, incident or occurrence, arising out of, resulting from or related to the Organization's use of the Premises, , by the Users or any other person permitted on the Premises by the Users or under Organization's diection or control..

2. Advancement of Expenses. Expenses (including medical and attorneys' fees) incurred by Indemnitee, in defending any claims, demands or causes of action referenced in Section 1 hereof shall be paid by the Organization in advance of the final disposition of such action, suit or proceeding at the written request of the Indemnitee. Prompt payment shall be made of any request for an advance pursuant to this Section 2. Notwithstanding the foregoing or any other provision of this Agreement, Indemnitee shall not be entitled to the advancement of expenses under this Agreement if a determination has been made by a judicial authority or governmental entity or agency or, absent such determination, any such authority, entity or agency has taken a position or issued any guidance stating, that the advancement of expenses to Indemnitee in a manner similar

to that contemplated in this Section 2 constitutes a personal loan in contravention of Section 402 of the Sarbanes-Oxley Act of 2002 or any similar law or regulation.

3. Enforcement of Rights. The right to indemnification or advances as provided by this Agreement shall be enforceable by Indemnitee in any court of competent jurisdiction.

4. Choice of Law. This Agreement shall be governed by, and its provisions construed in accordance with the laws of the State of Arizona.

5. Notice/Cooperation by Indemnitee. Indemnitee shall give the Organization notice in writing as soon as practicable of any claim made against Indemnitee for which indemnification will or could be sought under this Agreement. Notice to the Organization shall be directed to:

Pinal County Public Health Services District
31 N Pinal Street,
Florence, AZ 85132
Attn: Merissa Mendoza, MPA, Director

Notice shall be deemed received three (3) days after the date postmarked if sent by certified or registered mail, properly addressed. In addition, Indemnitee shall give the Organization such information and cooperation as it may reasonably require and as shall be within Indemnitee's power.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original.

7. Successors and Assigns. This Agreement shall be binding upon the Organization's and its successors and assigns and shall inure to the benefit of Indemnitee and Indemnitee's estate, heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below, but it is effective for all purposes as of the Effective Date stated above.

Company:
Pinal County Public Health Services District, A local government agency

By:_____
Chairman Mike Goodman, Pinal County Board of Supervisors **Owner:**
Sun Life Family Health Center, Inc., an Arizona non-profit Corporation

DocuSigned by:
By: Eddie Estrada
E19C362BD9AB445B...
Eddie Estrada, MD, CEO

DocuSign Envelope ID: BA7F2A47-E7F4-4DE9-B303-56B25DE3A1F2

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

December 4, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Pursuant to A.R.S. 38-431.02, NOTICE IS HEREBY GIVEN, that the public will have physical access to the meeting room at 9:15 AM.

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

History

Time	Who	Approval

ATTACHMENTS:

Click to download
No Attachments Available

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

December 4, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Meeting Notice of Posting

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

History

Time	Who	Approval

ATTACHMENTS:

Click to download
Notice of Posting

PINAL COUNTY
WIDE OPEN OPPORTUNITY

MEETING NOTICE OF POSTING

STATE OF ARIZONA

COUNTY OF PINAL

I, Natasha Kennedy, being duly sworn upon her oath, says as follows:

I am the appointed Clerk of the Pinal County Board of Supervisors.

In my position as Clerk of the Board of Supervisors and Board of Directors, I am responsible for posting all Agendas.

Pursuant to A.R.S. 38-431.02 notice is hereby given that the Pinal County Board of Supervisors and Pinal County Board of Directors will hold a Regular meeting on **Wednesday, December 4, 2024 at 9:30 AM** in the Board Hearing Room, 1891 Historic Courthouse, Administrative Complex, located at 135 N. Pinal Street, Florence, Arizona 85132. The public will have physical access to the meeting room at 9:15 AM.

Notice of Possible Recess: The Board may take a Recess around 12:30 PM and the meeting will reconvene around 1:00 PM.

Board Meetings are broadcasted live and the public may access the meeting on the County Website at Pinal.gov under "Meeting Videos."

Board Agendas are available on the County Website at Pinal.gov under "Agendas & Minutes."

At any time during business hours, citizens may reach the Clerk of the Board Office at (520) 866-6068 or via email at **ClerkoftheBoard@pinal.gov** for information about Board meeting participation.

Note: One or more members of the Board may participate in this meeting by telephonic conference call.

I hereby further certify that I caused to be posted this Wednesday, November 27, 2024, around 11:00 AM the Regular Agenda, Flood Control District Agenda, and Public Health Service District Agenda, and Executive Session as follows:

1. A kiosk located outside the front entrance to The Old Historical Courthouse, Administrative Complex Building, 135 North Pinal Street, Florence, Arizona 85132
2. County Website under Agendas & Meetings located at Pinal.gov
3. Emailed the NOVUS Agenda Distribution List and Clerk of the Board Notification Distribution List

SIGNED this 27th day of November, 2024

/s/ **Natasha Kennedy**
Clerk of the Board of Supervisors
Pinal County, Arizona