



NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION
PINAL COUNTY BOARD OF SUPERVISORS
AGENDA FOR REGULAR SESSION
Wednesday, May 5, 2021

9:30 AM - CALL TO ORDER

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

PLEDGE OF ALLEGIANCE - INVOCATION
BUSINESS BEFORE THE BOARD
(Consideration/Approval/Disapproval of the following:)

(1) Call to Public -

Consideration and discussion of comments from the public. Those wishing to address the Pinal County Board of Supervisors may appear in-person or submit written comments, which shall be submitted to the **ClerkoftheBoard@pinal.gov** by close of business (5:00 p.m.) the day prior to the meeting. Comments shall be no more than 250 words. Action taken as a result of public comment will be limited to directing staff to study the matter or rescheduling the matter for further consideration and decision at a later date.

(2) County Manager's Report (Information Only). (Leo Lew)

(3) Purchasing Division Report May 5, 2021 (Shonna McBride/ Lori Pruitt)

(4) **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 April 14, 2021, Special Session Meeting and April 21, 2021, Regular Meeting of the Board of Supervisors. (Natasha Kennedy)
- * B. Discussion/approval/disapproval of the current billings before the Board. (Natasha Kennedy)
- * C. Discussion/approval/disapproval of Supervisor Goodman's reappointment of Daren Schnepf, 1298 E. Geona Court, San Tan Valley, AZ, 85140 to the Planning & Zoning Commission. Mr. Schnepf's Term of Service will be April 24, 2021, through April 23, 2025. Supervisor District #2. (Natasha Kennedy)
- * D. Discussion/approval/disapproval of Supervisor Goodman's appointment of Horace Buchanan Davis, 1214 W. Love Rd., San Tan Valley, AZ, 85143 to the Planning &

Zoning Commission. Mr. Davis's Term of Service will be May 5, 2021, through May 4, 2025. Supervisor District #2. (Natasha Kennedy)

- * E. Discussion/approval/disapproval of the Tax Exemption Extension request received by the Assessor's Office for: Elvira Vega, Patrick James McEnnerney, Dolores Mosebrook, Michael Wasowicz, Bobby Fraizer, Desert Thrift Shop Inc., Petra Carlisle, Analiza Centino, Evangelina K. Aragon, Ronald Jackson, Beatriz Ramos, Linda Stangl, Debra Farmer, Nanette Knight, Willie G. Hall, Linda E. Mintken, Lawrence R. Formella, Michael Kerry Fuller, Michael C. Bailey and Rosarios Padilla Gaston to be allowed to file for widow/widowers and/or disabled persons or non-profit organization tax exemption. (Natasha Kennedy)
- * F. Discussion/approval/disapproval of the recertification of the Pinal County Workforce Development Board. The Workforce Innovation and Opportunity Act (WIOA) requires local workforce boards to be certified every two years. On behalf of the Governor, the Workforce Arizona Council (state workforce board) is the certifying entity. The last step in the recertification process is ensuring the Department of Economic Security (WIOA state grantee) has on file documentation of support from a local area's Chief Elected Official. Per state recertification policy, local workforce boards need to obtain signatures of support from the Local Chief Elected Official and local workforce board Chair. (Joel Millman/Himanshu Patel)
- * G. Discussion/approval/disapproval of the following appointments and resignations for Precinct Committee Persons for the Republican Party:
 - Appointments: Pct. #25: Jeffrey L. Block, 9198 N. Hwy. 79, Florence, 85132. Supervisor District #1.
 - Appointments: Pct.#75: Gwendolyn Elaine Cunningham, 754 E. Marigold Pl., San Tan Valley, 85143; Pct #95: Jeanette D. Malloque, 5756 W. Rock Ct., Queen Creek, 85142. Supervisor District #2.
 - Resignations: Pct. #75: Dawn Bachmann, 1040 E. Crimm Road, San Tan Valley, 85143; Pct #75: Wayne Bachmann, 1040 E. Crimm Road, San Tan Valley, 85143. Supervisor District #2.
 - Appointments: Pct. #15, Sharon L. Walker, 38453 S. Apache View Dr., Tucson, 85739. Supervisor District #4. (Stephanie Cooper/Himanshu Patel)
- * H. Discussion/approval/disapproval of the Public Housing Authority (PHA) certifications of compliance with the Annual Agency Plan 2021-2022 and a Board Resolution 050521-PHA to accompany the Plan submittal to the United States Department of Housing and Urban Development (HUD) Office of Public and Indian Housing. (Rolanda Cephas/Himanshu Patel)
- * I. Discussion/approval/disapproval of Housing Report on the status of operations relative to the Housing Department's program activities. (Rolanda Cephas/Himanshu Patel)
- * J. Discussion/approval/disapproval to apply for a Petco Foundation Grant in the amount of \$15,000. This award would be used to help Pinal County Citizens provide basic care for their pets. This grant would be at no cost to the County. (Audra Michael/Mary Ellen Sheppard)
- * K. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-03-16700 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on March 3, 2021. On March 10, 2021, the highest bid was for \$10,700 by Patterson Enterprises: Construction, LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * L. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-03-22906 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on March 3, 2021. On March 10, 2021, the highest bid was for \$10,700 by Patterson Enterprises: Construction, LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * M. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-03-

41906 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on March 3, 2021. On March 10, 2021, the highest bid was for \$13,700 by Patterson Enterprises: Construction, LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)

- * N. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-03-42003 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on March 3, 2021. On March 10, 2021, the highest bid was for \$13,700 by Patterson Enterprises: Construction, LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * O. Discussion/approval/disapproval of Resolution No. 050521-CD authoring the submittal of a grant application in an amount not to exceed \$500,000 to the U.S. Department of Defense under the Office of Local Defense Community Cooperation for a Military Installation Sustainability Grant and designate the Community Development Director as the Authorized Official. (Heather Patel/Lester Chow/Lori Pruitt)
- * P. Discussion/approval/disapproval of a Final Plat for San Tan Heights, Parcels D1 & D2. Supervisor District #2. (FP15-023) (Mark Schexnayder/Lester Chow)
- * Q. Discussion/approval/disapproval of Resolution No. 050521-RD20-097 correcting Resolution No. 042121-RD20-097, recorded on April 28, 2021, by Fee Number 2021-052813, amending grantor name to El Dorado Bella Vista LLC, an Arizona limited liability company. (RD20-097) (Joe Ortiz/Andrew Smith)
- * R. Discussion/approval/disapproval of Resolution No. 050521-RD20-098 releasing Maintenance Bond No. 59BSBHS3752, associated with The Parks, Parcel A, located in Section 31, Township 2 South, Range 8 East. Supervisor District #2. (RD20-098) (Claudia Ibarra/Andrew Smith)
- * S. Discussion/approval/disapproval of Resolution No. 050521-RD20-099 releasing Maintenance Bond No. 1059071, associated with The Parks, Parcel B, located in Section 31, Township 2 South, Range 8 East. Supervisor District #2. (RD20-099) (Claudia Ibarra/Andrew Smith)
- * T. Discussion/approval/disapproval of Resolution No. 050521-RD20-100 accepting into the Pinal County Highway Maintenance System the Streets Associated with San Tan Ridge Parcel C-1 (AKA San Tan Heights Parcel C-1) located in Section 11, Township 3 South, Range 7 East and Releasing Subdivision Improvement Performance Bond No. TM5235810 assurance, and accepting Maintenance Bond No. 609204200. Supervisor District #2. (RD20-100) (Claudia Ibarra/Andrew Smith)
- * U. Discussion/approval/disapproval of Resolution No. 050521-RD20-101 accepting into the Pinal County Highway Maintenance System the Streets Associated with San Tan Ridge Parcel C-2 (AKA San Tan Heights Parcel C-2) located in Section 11, Township 3 South, Range 7 East and Releasing Subdivision Improvement Performance Bond No. 30044916 assurance, and accepting Maintenance Bond No. 609204201. Supervisor District #2. (RD20-101) (Claudia Ibarra/Andrew Smith)
- * V. Discussion/approval/disapproval of an Intergovernmental Agreement (IGA) in which the Pinal County Medical Examiner's Office will provide medicolegal investigation and post-mortem examination services on a limited basis to Yuma County. Under the terms of the agreement, Yuma County will utilize the PCMEO on an as-needed basis for approximately twenty (20) cases/examinations per fiscal year. (Andre Davis/John Hu)
- * W. Discussion/approval/disapproval of 2021/22 Pinal County Schools Data Processing Consortium Intergovernmental Agreement. (Jill Broussard)
- * X. Discussion/approval/disapproval for Award Agreement No. 2021-405c-011 between the Governor's Office of Highway Safety, and the Pinal County Sheriff's Office, through the Pinal County Board of Supervisors beginning October 1, 2020, ending

September 30, 2021. The grant will be used to purchase and install scanners, printers, and computers to support traffic records enforcement for \$117,953.00. The acceptance requires an amendment to the FY 20/21 budget to transfer reserve appropriation only from Fund 213 (Grants/Project Contingency) to Fund 116 (Sheriff/Traffic Safety) to increase revenue and expenditure appropriations. The appropriation is a pro-rated amount of \$82,072 through June of 2021. The remaining amount will be budgeted in FY 21/22. There is no impact on the General Fund. (Mark Lamb)

- * Y. Discussion/approval/disapproval for the Non-Disclosure Agreement Between Standard Aero Limited and Pinal County. This agreement sets forth the rights and obligations of Standard Aero and Pinal County with respect to the use, handling, protection and safeguarding of Confidential Information which is disclosed by either party to the other to provide UH-1H airframe and performance upgrades, that includes engineering drawings and manuals. (Mark Lamb)
 - * Z. Discussion/approval/disapproval for the Intergovernmental Agreement for Multi-Agency Special Weapons and Tactics (SWAT) Team between Pinal County Sheriff's Office and the Superior Police Department for participation in the Pinal County Regional SWAT Team. (Mark Lamb)
 - * AA. Discussion/approval/disapproval for the Intergovernmental Agreement between Pinal County Sheriff's Office and the Town of Superior Police Department for participation in the Pinal Vehicular Crimes Task Force (PVCTF). (Mark Lamb)
 - * AB. Discussion/approval/disapproval for the Intergovernmental Agreement between Pinal County Sheriff's Office and Town of Superior, Superior Police Department for participation in the Pinal County Narcotics Task Force (PCNTF). (Mark Lamb)
 - * AC. Discussion/approval/disapproval of no cost settlement agreement in Pinal County Superior Court Case No. S1100CV202100173 between the City of Apache Junction, Pinal County and Kevin Kelly. (Chris Keller/Kent Volkmer)
- (5) Meeting of the Pinal County Public Health Services District Board of Directors. (Tascha Spears/Leo Lew)
 - (6) Discussion/approval/disapproval of the reappointment of Steven Q. Miller to the Pinal County Water Augmentation Authority (PCWAA), representing Pinal County pursuant to A.R.S. 45-1921A(1). Term May 8, 2021, through May 7, 2023. (Natasha Kennedy)
 - (7) Discussion/approval/disapproval of the reappointments of the following members to the Pinal County Water Augmentation Authority (PCWAA). Term May 8, 2021, through May 7, 2023:
 - Fredrick K. Schneider, representing companies that deliver Colorado River water pursuant to A.R.S. 45-1921A(4).
 - John Lenderking, representing water companies that deliver other than Colorado River water pursuant to A.R.S 45-1921A(5). (Natasha Kennedy)
 - (8) Discussion/approval/disapproval of the recommendation by the Justice of the Peace Selection Committee to appoint Rudy Lujan as Pinal County Justice of the Peace, Precinct #5 to fill the remainder of the term left by the resignation of Justice of the Peace, Nancy Discher. Rudy Lujan will serve in this appointed position effective June 1, 2021, through December 31, 2022. (Tabled Indefinitely March 24, 2021) (Leo Lew/Kevin Cavanaugh/Jeffrey McClure)
 - (9) **Public Hearing** and discussion/approval/disapproval of the recommendation to the Arizona Department of Liquor License and Control of application and interim permit, series 012 Restaurant of Jeffrey Craig Miller for Biscuits Café located at 270 E. Hunt Highway, San Tan Valley, AZ 85143 and authorization for the Clerk of the Board to execute and submit all necessary documents and orders to the State along with the submittal of related correspondence from the County's Community Development Department. Supervisor District #2. (Natasha Kennedy)

- (10) **Public Hearing** and discussion/approval/disapproval to adopt the FY2021 Annual Action Plan through the U.S. Department of Housing and Urban Development. Pinal County will receive \$1,287,410 in FY21 Community Development Block Grant (CDBG) funding. Participating communities will receive an allocation of \$130,000 each. With a total of \$1,807,410 in CDBG funds for the county. Four participating cities and towns have elected to join the county's entitlement program. Those communities include: Eloy, Florence, Mammoth, and Maricopa. Pinal County will also receive \$612,860 in HOME funding, and \$156,877 in Emergency Solutions Grant (ESG) funding. Pinal County is seeking input on the Annual Action Plan which outlines the proposed projects. (Heather Patel/Lori Pruitt)
- (11) **Public Hearing** and discussion/approval/disapproval of Second Expansion and Amendment of Arizona Water Company 2010 Franchise. (GA20-048) (Megan Villegas/Andrew Smith)
- (12) **Public Hearing** and discussion/approval/disapproval of Resolution No. 050521-RD20-102 ordering the abandonment and extinguishment of an easement comprising a portion of Longview Street, 33 feet wide, commencing at La Barge Road and proceeding easterly to Barkley Road located within Section 12, Township 1 North, Range 8 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona. Supervisor District #5. (RD20-102) (Celeste Garza/Andrew Smith)
- (13) **Public Hearing** and discussion/approval/disapproval of Resolution No. 050521-RD20-103 ordering the abandonment and extinguishment of an easement comprising a portion of Don Peralta Road, 33 feet wide, commencing at Roundup Street and proceeding south on Don Peralta Road for approximately 263.92 feet, located within Section 13, Township 1 North, Range 8 East, of the Gila and Salt River Base and Meridian. Pinal County, Arizona. Supervisor District #5. (RD20-103) (Celeste Garza/Andrew Smith)

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.



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: County Manager

Director: Leo Lew

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

County Manager's Report (Information Only). (Leo Lew)

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:

Information Only.

History		
Time	Who	Approval
4/13/2020 3:23 PM	Clerk of the Board	Yes

ATTACHMENTS:

[Click to download](#)

No Attachments Available



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name:

Director:

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Purchasing Division Report May 5, 2021 (Shonna McBride/ Lori Pruitt)

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 Purchasing Division Report of May 5, 2021

History		
Time	Who	Approval
4/26/2021 12:40 PM	County Attorney	Yes
4/27/2021 8:41 AM	Budget Office	Yes
4/27/2021 10:59 AM	County Manager	Yes
4/27/2021 11:04 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

- | |
|--|
| <input type="checkbox"/> Purchasing Division Report May 5, 2021 |
| <input type="checkbox"/> 5.4.2021 Purchasing Division Coversheet May 5, 2021 |



PURCHASING DIVISION REPORT

May 5, 2021

CONTRACT AMENDMENTS:

The Board is requested to approve the following contract amendments:

1. RFP 204126 – Towing Services for PCSO – Recommend approval of amendment #1 to change the Scope of Work to allow 24 business hours instead of 12 hours to report a vehicle discrepancy to the PCSO towing coordinator, with the following suppliers:

A Secure Towing LLC
Absolute Towing and Recovery, Inc.
Apache Sands Towing
Catalina Towing & Recovery
CL King Towing LLC
D&S Thompson Towing Services, LLC
Eddies Towing Inc.
Elite Towing, LLC
Ezee Towing & Impound, LLC
Hughes Towing
Johnny's Auto Repair & Towing
K & R Towing and Management, Inc
Knight Towing, LLC
Mammoth Towing & Service LLC
Phoenix Metro Towing
San Tan Valley Towing LLC
Secured Rite Towing LLC
Southwest 24 HR Towing LLC
Star Towing Services, LLC
Stay Up Towing, LLC

There is no cost to the County for these services. This contract is used by PCSO.



COOPERATIVE PURCHASING AGREEMENT PROCUREMENTS OVER \$250,000:

The Board is requested to approve the following cooperative purchases:

REQ #	AMOUNT	SUPPLIER	ITEM	DEPARTMENT
161269	\$501,418.77	ESB Modular Manufacturing	Pinal County – Coolidge Election Center	Recorder/ Facilities

COOPERATIVE PURCHASING AGREEMENT PROCUREMENTS \$100,000 - \$250,000:

The Board is hereby notified of the following cooperative purchases made:

PO#	AMOUNT	SUPPLIER	ITEM	DEPARTMENT
244910	\$141,613.18	San Tan Ford	2- 2021 Ford Mustang Coupes with PCSO Up Fitting	PCSO/ Fleet

PURCHASE ORDER CHANGES REQUIRING APPROVAL:

The Board is requested to approve the following change orders per Pinal County Procurement Code section PC1-502.

PO#	CHANGE AMOUNT	TOTAL AMOUNT	SUPPLIER	ITEM	DEPT.
241940	\$11,895.00	\$425,559.85	DLR Group/Westlake Reed	Parking-Pinal County Attorney Building Project	Facilities
243743	\$549,310.74	\$18,998,310.74	FCI Constructors, Inc.	Build out for Level 4 of Pinal County Building Project	Facilities

To: Pinal County Board of Supervisors

From: Krystle Sigman, Procurement Officer

Date: 5/5/2021

Re: Contract Amendment for 204126RFP Towing Services for PCSO

It is requested the Board approve a term extension and modification to the contract with the following suppliers who provide towing services for the Sheriff's Department:

The proposed contract amendment would include changes to the scope of work:

- Allow 24 business hours instead of 12 hours to report Vehicle Report discrepancy to the PCSO towing coordinator.

It is also requested the Board authorize the Finance Director to approve and sign resulting purchase orders and related administrative documents. All other pricing, terms and conditions remain unchanged.

Respectfully submitted,

Krystle Sigman

Krystle Sigman, NIGP-CPP, CPPB
Procurement Officer
520-866- 6262
Krystle.sigman@pinal.gov

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126RF
Amendment #1

Procurement Officer: Krystle Sigman
Krystle.sigman@pinal.gov

Towing Services for PCSO

Contractor Name: **A Secure Towing LLC**

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract Changes), Exhibit A (Scope of Work) Paragraph 5.4 of the above referenced contract shall be amended as follows:

1. To ensure accurate information is captured for dissemination, the tow truck operator who accepts responsibility of the vehicle and the vehicle report shall verify that the information below is clearly listed and legible on the Contractor's copy of the Vehicle Report BEFORE accepting the report from the Deputy. A separate Vehicle Report may be issued for any additional trailer and/or vehicle towed if the owner is different than the primary vehicle.
 - a. Type of impound must be marked in the upper-right-hand corner of the vehicle report
 - b. DR#
 - c. VIN#
 - d. Year, make, model, license plate and mileage
 - e. Driver's information and signature

In the event the tow truck operator is unable to read the Contractor's copy of the Vehicle Report, or believes pertinent information is missing, it is the tow truck operator's responsibility to bring any discrepancies to the attention of the Deputy before accepting the report. However, in the event that the discrepancies remain unresolved after requesting the Deputy correct them, the tow truck operator shall accept the vehicle and vehicle report with no further delay. The Contractor receiving the vehicle must send an email to PCSO30dayimpound@pinal.gov within ~~12~~ **24 business** hours that includes a scanned copy of the vehicle report and outlines any discrepancy to be reviewed by the PCSO towing coordinator.

2. All other Terms, Conditions, and Pricing remain the same.



PINAL COUNTY

WIDE OPEN OPPORTUNITY

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Carolyn D Severs
(Name)

BY: Stephen Q. Miller
(Name)

owner
(Title)

Chairman
(Title)

Carolyn D Severs
(Signature)

(Signature)

DATE: 4/8/21

DATE: May 5, 2021

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126RF
Amendment #1

Procurement Officer: Krystle Sigman
Krystle.sigman@pinal.gov

Towing Services for PCSO

Contractor Name: **Absolute Towing and Recovery, Inc.**

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract Changes), Exhibit A (Scope of Work) Paragraph 5.4 of the above referenced contract shall be amended as follows:

1. To ensure accurate information is captured for dissemination, the tow truck operator who accepts responsibility of the vehicle and the vehicle report shall verify that the information below is clearly listed and legible on the Contractor's copy of the Vehicle Report BEFORE accepting the report from the Deputy. A separate Vehicle Report may be issued for any additional trailer and/or vehicle towed if the owner is different than the primary vehicle.
 - a. Type of impound must be marked in the upper-right-hand corner of the vehicle report
 - b. DR#
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 - d. Year, make, model, license plate and mileage
 - e. Driver's information and signature

In the event the tow truck operator is unable to read the Contractor's copy of the Vehicle Report, or believes pertinent information is missing, it is the tow truck operator's responsibility to bring any discrepancies to the attention of the Deputy before accepting the report. However, in the event that the discrepancies remain unresolved after requesting the Deputy correct them, the tow truck operator shall accept the vehicle and vehicle report with no further delay. The Contractor receiving the vehicle must send an email to PCSO30dayimpound@pinal.gov within ~~12~~ **24 business** hours that includes a scanned copy of the vehicle report and outlines any discrepancy to be reviewed by the PCSO towing coordinator.

2. All other Terms, Conditions, and Pricing remain the same.



Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Cynthia Sutton
(Name)

BY: Stephen Q. Miller
(Name)

CEO/owner
(Title)

Chairman
(Title)

Cynthia Sutton
(Signature)

(Signature)

DATE: 4-5-2021

DATE: May 5, 2021

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126RF
Amendment #1

Procurement Officer: Krystle Sigman
Krystle.sigman@pinal.gov

Towing Services for PCSO

Contractor Name: **Apache Sands Towing**

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract Changes), Exhibit A (Scope of Work) Paragraph 5.4 of the above referenced contract shall be amended as follows:

1. To ensure accurate information is captured for dissemination, the tow truck operator who accepts responsibility of the vehicle and the vehicle report shall verify that the information below is clearly listed and legible on the Contractor's copy of the Vehicle Report BEFORE accepting the report from the Deputy. A separate Vehicle Report may be issued for any additional trailer and/or vehicle towed if the owner is different than the primary vehicle.
 - a. Type of impound must be marked in the upper-right-hand corner of the vehicle report
 - b. DR#
 - c. VIN#
 - d. Year, make, model, license plate and mileage
 - e. Driver's information and signature

In the event the tow truck operator is unable to read the Contractor's copy of the Vehicle Report, or believes pertinent information is missing, it is the tow truck operator's responsibility to bring any discrepancies to the attention of the Deputy before accepting the report. However, in the event that the discrepancies remain unresolved after requesting the Deputy correct them, the tow truck operator shall accept the vehicle and vehicle report with no further delay. The Contractor receiving the vehicle must send an email to PCSO30dayimpound@pinal.gov within **12 24 business** hours that includes a scanned copy of the vehicle report and outlines any discrepancy to be reviewed by the PCSO towing coordinator.

2. All other Terms, Conditions, and Pricing remain the same.



Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: ARCHIB SANDS TOWNE-BEN FREDERICKS

(Name)

C.M.

(Title)

[Signature]

(Signature)

DATE: 5-Apr-21

BY: Stephen Q. Miller

(Name)

Chairman

(Title)

(Signature)

DATE: May 5, 2021



Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126RF
Amendment #1

Procurement Officer: Krystle Sigman
Krystle.sigman@pinal.gov

Towing Services for PCSO

Contractor Name: **Catalina Towing & Recovery**

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract Changes), Exhibit A (Scope of Work) Paragraph 5.4 of the above referenced contract shall be amended as follows:

1. To ensure accurate information is captured for dissemination, the tow truck operator who accepts responsibility of the vehicle and the vehicle report shall verify that the information below is clearly listed and legible on the Contractor's copy of the Vehicle Report BEFORE accepting the report from the Deputy. A separate Vehicle Report may be issued for any additional trailer and/or vehicle towed if the owner is different than the primary vehicle.
 - a. Type of impound must be marked in the upper-right-hand corner of the vehicle report
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 - d. Year, make, model, license plate and mileage
 - e. Driver's information and signature

In the event the tow truck operator is unable to read the Contractor's copy of the Vehicle Report, or believes pertinent information is missing, it is the tow truck operator's responsibility to bring any discrepancies to the attention of the Deputy before accepting the report. However, in the event that the discrepancies remain unresolved after requesting the Deputy correct them, the tow truck operator shall accept the vehicle and vehicle report with no further delay. The Contractor receiving the vehicle must send an email to PCSO30dayimpound@pinal.gov within ~~12~~ **24 business** hours that includes a scanned copy of the vehicle report and outlines any discrepancy to be reviewed by the PCSO towing coordinator.


2. All other Terms, Conditions, and Pricing remain the same.



Contractor hereby acknowledges receipt and understanding of the above amendment.

BY: NATHANIEL LIODAS
(Name)

PRESIDENT
(Title)


(Signature)

DATE: 4-6-2021

The above reference contract amendment is hereby executed this date by the County.

BY: Stephen Q. Miller
(Name)

Chairman
(Title)

(Signature)

DATE: May 5, 2021

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126RF
Amendment #1

Procurement Officer: Krystle Sigman
Krystle.sigman@pinal.gov

Towing Services for PCSO

Contractor Name: **CL King Towing LLC**

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract Changes), Exhibit A (Scope of Work) Paragraph 5.4 of the above referenced contract shall be amended as follows:

1. To ensure accurate information is captured for dissemination, the tow truck operator who accepts responsibility of the vehicle and the vehicle report shall verify that the information below is clearly listed and legible on the Contractor's copy of the Vehicle Report BEFORE accepting the report from the Deputy. A separate Vehicle Report may be issued for any additional trailer and/or vehicle towed if the owner is different than the primary vehicle.
 - a. Type of impound must be marked in the upper-right-hand corner of the vehicle report
 - b. DR#
 - c. VIN#
 - d. Year, make, model, license plate and mileage
 - e. Driver's information and signature

In the event the tow truck operator is unable to read the Contractor's copy of the Vehicle Report, or believes pertinent information is missing, it is the tow truck operator's responsibility to bring any discrepancies to the attention of the Deputy before accepting the report. However, in the event that the discrepancies remain unresolved after requesting the Deputy correct them, the tow truck operator shall accept the vehicle and vehicle report with no further delay. The Contractor receiving the vehicle must send an email to PCSO30dayimpound@pinal.gov within ~~12~~ **24 business** hours that includes a scanned copy of the vehicle report and outlines any discrepancy to be reviewed by the PCSO towing coordinator.

2. All other Terms, Conditions, and Pricing remain the same.



PINAL COUNTY

WIDE OPEN OPPORTUNITY

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Kerry Michael
(Name)

Manager
(Title)

Kerry Michael
(Signature)

DATE: 4-12-2021

BY: Stephen Q. Miller
(Name)

Chairman
(Title)

(Signature)

DATE: May 5, 2021

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126RF
Amendment #1
Procurement Officer: Krystle Sigman
Krystle.sigman@pinal.gov

Towing Services for PCSO

Contractor Name: **D&S Thompson Towing Services, LLC**

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract Changes), Exhibit A (Scope of Work) Paragraph 5.4 of the above referenced contract shall be amended as follows:

1. To ensure accurate information is captured for dissemination, the tow truck operator who accepts responsibility of the vehicle and the vehicle report shall verify that the information below is clearly listed and legible on the Contractor's copy of the Vehicle Report BEFORE accepting the report from the Deputy. A separate Vehicle Report may be issued for any additional trailer and/or vehicle towed if the owner is different than the primary vehicle.
 - a. Type of impound must be marked in the upper-right-hand corner of the vehicle report
 - b. DR#
 - c. VIN#
 - d. Year, make, model, license plate and mileage
 - e. Driver's information and signature

In the event the tow truck operator is unable to read the Contractor's copy of the Vehicle Report, or believes pertinent information is missing, it is the tow truck operator's responsibility to bring any discrepancies to the attention of the Deputy before accepting the report. However, in the event that the discrepancies remain unresolved after requesting the Deputy correct them, the tow truck operator shall accept the vehicle and vehicle report with no further delay. The Contractor receiving the vehicle must send an email to PCSO30dayimpound@pinal.gov within ~~12~~ **24 business** hours that includes a scanned copy of the vehicle report and outlines any discrepancy to be reviewed by the PCSO towing coordinator.

2. All other Terms, Conditions, and Pricing remain the same.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Contractor hereby acknowledges receipt and understanding of the above amendment.

BY: Doug Thompson
(Name)

Consultant
(Title)

[Signature]
(Signature)

DATE: 4/8/21

The above reference contract amendment is hereby executed this date by the County.

BY: Stephen Q. Miller
(Name)

Chairman
(Title)

(Signature)

DATE: May 5, 2021

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126RFP
Amendment #1
Procurement Officer: Krystle Sigman
Krystle.sigman@pinal.gov

Towing Services for PCSO

Contractor Name: **Eddies Towing Inc.**

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract Changes), Exhibit A (Scope of Work) Paragraph 5.4 of the above referenced contract shall be amended as follows:

1. To ensure accurate information is captured for dissemination, the tow truck operator who accepts responsibility of the vehicle and the vehicle report shall verify that the information below is clearly listed and legible on the Contractor's copy of the Vehicle Report BEFORE accepting the report from the Deputy. A separate Vehicle Report may be issued for any additional trailer and/or vehicle towed if the owner is different than the primary vehicle.
 - a. Type of impound must be marked in the upper-right-hand corner of the vehicle report
 - b. DR#
 - c. VIN#
 - d. Year, make, model, license plate and mileage
 - e. Driver's information and signature

In the event the tow truck operator is unable to read the Contractor's copy of the Vehicle Report, or believes pertinent information is missing, it is the tow truck operator's responsibility to bring any discrepancies to the attention of the Deputy before accepting the report. However, in the event that the discrepancies remain unresolved after requesting the Deputy correct them, the tow truck operator shall accept the vehicle and vehicle report with no further delay. The Contractor receiving the vehicle must send an email to PCSO30dayimpound@pinal.gov within ~~12~~ **24 business** hours that includes a scanned copy of the vehicle report and outlines any discrepancy to be reviewed by the PCSO towing coordinator.

2. All other Terms, Conditions, and Pricing remain the same.



Contractor hereby acknowledges receipt and understanding of the above amendment.

BY: Emil Kevin Martan
(Name)

General Manager
(Title)


(Signature)

DATE: 04/05/2021

The above reference contract amendment is hereby executed this date by the County.

BY: Stephen Q. Miller
(Name)

Chairman
(Title)

(Signature)

DATE: May 5, 2021

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126RF
Amendment #1

Procurement Officer: Krystle Sigman
Krystle.sigman@pinal.gov

Towing Services for PCSO

Contractor Name: **Elite Towing, LLC**

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract Changes), Exhibit A (Scope of Work) Paragraph 5.4 of the above referenced contract shall be amended as follows:

1. To ensure accurate information is captured for dissemination, the tow truck operator who accepts responsibility of the vehicle and the vehicle report shall verify that the information below is clearly listed and legible on the Contractor's copy of the Vehicle Report BEFORE accepting the report from the Deputy. A separate Vehicle Report may be issued for any additional trailer and/or vehicle towed if the owner is different than the primary vehicle.
 - a. Type of impound must be marked in the upper-right-hand corner of the vehicle report
 - b. DR#
 - c. VIN#
 - d. Year, make, model, license plate and mileage
 - e. Driver's information and signature

In the event the tow truck operator is unable to read the Contractor's copy of the Vehicle Report, or believes pertinent information is missing, it is the tow truck operator's responsibility to bring any discrepancies to the attention of the Deputy before accepting the report. However, in the event that the discrepancies remain unresolved after requesting the Deputy correct them, the tow truck operator shall accept the vehicle and vehicle report with no further delay. The Contractor receiving the vehicle must send an email to PCSO30dayimpound@pinal.gov within ~~12~~ **24 business** hours that includes a scanned copy of the vehicle report and outlines any discrepancy to be reviewed by the PCSO towing coordinator.

2. All other Terms, Conditions, and Pricing remain the same.



Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Tammy Jackson
(Name)

Office mgr
(Title)

Tammy Jo Jackson
(Signature)

DATE: 04/06/2021

BY: Stephen Q. Miller
(Name)

Chairman
(Title)

(Signature)

DATE: May 5, 2021

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126RF
Amendment #1

Procurement Officer: Krystle Sigman
Krystle.sigman@pinal.gov

Towing Services for PCSO

Contractor Name: **Ezee Towing & Impound, LLC**

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract Changes), Exhibit A (Scope of Work) Paragraph 5.4 of the above referenced contract shall be amended as follows:

1. To ensure accurate information is captured for dissemination, the tow truck operator who accepts responsibility of the vehicle and the vehicle report shall verify that the information below is clearly listed and legible on the Contractor's copy of the Vehicle Report BEFORE accepting the report from the Deputy. A separate Vehicle Report may be issued for any additional trailer and/or vehicle towed if the owner is different than the primary vehicle.
 - a. Type of impound must be marked in the upper-right-hand corner of the vehicle report
 - b. DR#
 - c. VIN#
 - d. Year, make, model, license plate and mileage
 - e. Driver's information and signature

In the event the tow truck operator is unable to read the Contractor's copy of the Vehicle Report, or believes pertinent information is missing, it is the tow truck operator's responsibility to bring any discrepancies to the attention of the Deputy before accepting the report. However, in the event that the discrepancies remain unresolved after requesting the Deputy correct them, the tow truck operator shall accept the vehicle and vehicle report with no further delay. The Contractor receiving the vehicle must send an email to PCSO30dayimpound@pinal.gov within ~~12~~ **24 business** hours that includes a scanned copy of the vehicle report and outlines any discrepancy to be reviewed by the PCSO towing coordinator.

2. All other Terms, Conditions, and Pricing remain the same.



Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: JEFFREY J. STOLLO
(Name)

BY: Stephen Q. Miller
(Name)

Owner
(Title)

Chairman
(Title)

[Signature]
(Signature)

[Signature]
(Signature)

DATE: 4/13/21

DATE: May 5, 2021

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126RF
Amendment #1

Procurement Officer: Krystle Sigman
Krystle.sigman@pinal.gov

Towing Services for PCSO

Contractor Name: **Hughes Towing**

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract Changes), Exhibit A (Scope of Work) Paragraph 5.4 of the above referenced contract shall be amended as follows:

1. To ensure accurate information is captured for dissemination, the tow truck operator who accepts responsibility of the vehicle and the vehicle report shall verify that the information below is clearly listed and legible on the Contractor's copy of the Vehicle Report BEFORE accepting the report from the Deputy. A separate Vehicle Report may be issued for any additional trailer and/or vehicle towed if the owner is different than the primary vehicle.
 - a. Type of impound must be marked in the upper-right-hand corner of the vehicle report
 - b. DR#
 - c. VIN#
 - d. Year, make, model, license plate and mileage
 - e. Driver's information and signature

In the event the tow truck operator is unable to read the Contractor's copy of the Vehicle Report, or believes pertinent information is missing, it is the tow truck operator's responsibility to bring any discrepancies to the attention of the Deputy before accepting the report. However, in the event that the discrepancies remain unresolved after requesting the Deputy correct them, the tow truck operator shall accept the vehicle and vehicle report with no further delay. The Contractor receiving the vehicle must send an email to PCSO30dayimpound@pinal.gov within ~~12~~ **24 business** hours that includes a scanned copy of the vehicle report and outlines any discrepancy to be reviewed by the PCSO towing coordinator.

2. All other Terms, Conditions, and Pricing remain the same.



PINAL COUNTY

WIDE OPEN OPPORTUNITY

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Jeffrey Hughes
(Name)

Owner
(Title)

Jeff Hughes
(Signature)

DATE: 4/17/2021

BY: Stephen Q. Miller
(Name)

Chairman
(Title)

(Signature)

DATE: May 5, 2021

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126RF
Amendment #1
Procurement Officer: Krystle Sigman
Krystle.sigman@pinal.gov

Towing Services for PCSO

Contractor Name: **Johnny's Auto Repair & Towing**

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract Changes), Exhibit A (Scope of Work) Paragraph 5.4 of the above referenced contract shall be amended as follows:

1. To ensure accurate information is captured for dissemination, the tow truck operator who accepts responsibility of the vehicle and the vehicle report shall verify that the information below is clearly listed and legible on the Contractor's copy of the Vehicle Report BEFORE accepting the report from the Deputy. A separate Vehicle Report may be issued for any additional trailer and/or vehicle towed if the owner is different than the primary vehicle.
 - a. Type of impound must be marked in the upper-right-hand corner of the vehicle report
 - b. DR#
 - c. VIN#
 - d. Year, make, model, license plate and mileage
 - e. Driver's information and signature

In the event the tow truck operator is unable to read the Contractor's copy of the Vehicle Report, or believes pertinent information is missing, it is the tow truck operator's responsibility to bring any discrepancies to the attention of the Deputy before accepting the report. However, in the event that the discrepancies remain unresolved after requesting the Deputy correct them, the tow truck operator shall accept the vehicle and vehicle report with no further delay. The Contractor receiving the vehicle must send an email to PCSO30dayimpound@pinal.gov within ~~12~~ **24 business** hours that includes a scanned copy of the vehicle report and outlines any discrepancy to be reviewed by the PCSO towing coordinator.

2. All other Terms, Conditions, and Pricing remain the same.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Juan Suarez
(Name)

BY: Stephen Q. Miller
(Name)

(Title) OWNER

(Title) Chairman

(Signature) [Signature]

(Signature) [Signature]

DATE: _____

DATE: May 5, 2021

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126RF
Amendment #1
Procurement Officer: Krystle Sigman
Krystle.sigman@pinal.gov

Towing Services for PCSO

Contractor Name: **K & R Towing and Management, Inc**

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract Changes), Exhibit A (Scope of Work) Paragraph 5.4 of the above referenced contract shall be amended as follows:

1. To ensure accurate information is captured for dissemination, the tow truck operator who accepts responsibility of the vehicle and the vehicle report shall verify that the information below is clearly listed and legible on the Contractor's copy of the Vehicle Report BEFORE accepting the report from the Deputy. A separate Vehicle Report may be issued for any additional trailer and/or vehicle towed if the owner is different than the primary vehicle.
 - a. Type of impound must be marked in the upper-right-hand corner of the vehicle report
 - b. DR#
 - c. VIN#
 - d. Year, make, model, license plate and mileage
 - e. Driver's information and signature

In the event the tow truck operator is unable to read the Contractor's copy of the Vehicle Report, or believes pertinent information is missing, it is the tow truck operator's responsibility to bring any discrepancies to the attention of the Deputy before accepting the report. However, in the event that the discrepancies remain unresolved after requesting the Deputy correct them, the tow truck operator shall accept the vehicle and vehicle report with no further delay. The Contractor receiving the vehicle must send an email to PCSO30dayimpound@pinal.gov within ~~12~~ **24 business** hours that includes a scanned copy of the vehicle report and outlines any discrepancy to be reviewed by the PCSO towing coordinator.

2. All other Terms, Conditions, and Pricing remain the same.



PINAL COUNTY
WIDE OPEN OPPORTUNITY



Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Kenneth R Sutton Jr
(Name)

BY: Stephen Q. Miller
(Name)

CEO
(Title)

Chairman
(Title)

[Signature]
(Signature)

[Signature]
(Signature)

DATE: 4-5-2021

DATE: May 5, 2021



Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

**Contract 204126RF
Amendment #1**
Procurement Officer: Krystle Sigman
Krystle.sigman@pinal.gov

Towing Services for PCSO

Contractor Name: **Knight Towing, LLC**

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract Changes), Exhibit A (Scope of Work) Paragraph 5.4 of the above referenced contract shall be amended as follows:

1. To ensure accurate information is captured for dissemination, the tow truck operator who accepts responsibility of the vehicle and the vehicle report shall verify that the information below is clearly listed and legible on the Contractor's copy of the Vehicle Report BEFORE accepting the report from the Deputy. A separate Vehicle Report may be issued for any additional trailer and/or vehicle towed if the owner is different than the primary vehicle.
 - a. Type of impound must be marked in the upper-right-hand corner of the vehicle report
 - b. DR#
 - c. VIN#
 - d. Year, make, model, license plate and mileage
 - e. Driver's information and signature

In the event the tow truck operator is unable to read the Contractor's copy of the Vehicle Report, or believes pertinent information is missing, it is the tow truck operator's responsibility to bring any discrepancies to the attention of the Deputy before accepting the report. However, in the event that the discrepancies remain unresolved after requesting the Deputy correct them, the tow truck operator shall accept the vehicle and vehicle report with no further delay. The Contractor receiving the vehicle must send an email to PCSO30dayimpound@pinal.gov within ~~12~~ **24 business** hours that includes a scanned copy of the vehicle report and outlines any discrepancy to be reviewed by the PCSO towing coordinator.

2. All other Terms, Conditions, and Pricing remain the same.



PINAL COUNTY

WIDE OPEN OPPORTUNITY

Contractor hereby acknowledges receipt and understanding of the above amendment.

BY: _____

(Name)

(Title)

(Signature)

DATE: _____

Jesse Shreffler
Owner
4/12/2021

The above reference contract amendment is hereby executed this date by the County.

BY: _____

(Name)

(Title)

(Signature)

DATE: _____

Stephen Q. Miller

Chairman

May 5, 2021

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126RFP
Amendment #1

Procurement Officer: Krystle Sigman
Krystle.sigman@pinal.gov

Towing Services for PCSO

Contractor Name: **Mammoth Towing & Service LLC**

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract Changes), Exhibit A (Scope of Work) Paragraph 5.4 of the above referenced contract shall be amended as follows:

1. To ensure accurate information is captured for dissemination, the tow truck operator who accepts responsibility of the vehicle and the vehicle report shall verify that the information below is clearly listed and legible on the Contractor's copy of the Vehicle Report BEFORE accepting the report from the Deputy. A separate Vehicle Report may be issued for any additional trailer and/or vehicle towed if the owner is different than the primary vehicle.
 - a. Type of impound must be marked in the upper-right-hand corner of the vehicle report
 - b. DR#
 - c. VIN#
 - d. Year, make, model, license plate and mileage
 - e. Driver's information and signature

In the event the tow truck operator is unable to read the Contractor's copy of the Vehicle Report, or believes pertinent information is missing, it is the tow truck operator's responsibility to bring any discrepancies to the attention of the Deputy before accepting the report. However, in the event that the discrepancies remain unresolved after requesting the Deputy correct them, the tow truck operator shall accept the vehicle and vehicle report with no further delay. The Contractor receiving the vehicle must send an email to PCSO30dayimpound@pinal.gov within ~~12~~ **24 business** hours that includes a scanned copy of the vehicle report and outlines any discrepancy to be reviewed by the PCSO towing coordinator.

2. All other Terms, Conditions, and Pricing remain the same.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Contractor hereby acknowledges receipt and understanding of the above amendment.

BY: Lorenzo Estrada

(Name)

Owner

(Title)

[Signature]

(Signature)

DATE: 04/05/21

The above reference contract amendment is hereby executed this date by the County.

BY: Stephen Q. Miller

(Name)

Chairman

(Title)

(Signature)

DATE: May 5, 2021

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126RF
Amendment #1
Procurement Officer: Krystle Sigman
Krystle.sigman@pinal.gov

Towing Services for PCSO

Contractor Name: **Phoenix Metro Towing**

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract Changes), Exhibit A (Scope of Work) Paragraph 5.4 of the above referenced contract shall be amended as follows:

1. To ensure accurate information is captured for dissemination, the tow truck operator who accepts responsibility of the vehicle and the vehicle report shall verify that the information below is clearly listed and legible on the Contractor's copy of the Vehicle Report BEFORE accepting the report from the Deputy. A separate Vehicle Report may be issued for any additional trailer and/or vehicle towed if the owner is different than the primary vehicle.
 - a. Type of impound must be marked in the upper-right-hand corner of the vehicle report
 - b. DR#
 - c. VIN#
 - d. Year, make, model, license plate and mileage
 - e. Driver's information and signature

In the event the tow truck operator is unable to read the Contractor's copy of the Vehicle Report, or believes pertinent information is missing, it is the tow truck operator's responsibility to bring any discrepancies to the attention of the Deputy before accepting the report. However, in the event that the discrepancies remain unresolved after requesting the Deputy correct them, the tow truck operator shall accept the vehicle and vehicle report with no further delay. The Contractor receiving the vehicle must send an email to PCSO30dayimpound@pinal.gov within ~~12~~ **24 business** hours that includes a scanned copy of the vehicle report and outlines any discrepancy to be reviewed by the PCSO towing coordinator.

2. All other Terms, Conditions, and Pricing remain the same.



PINAL COUNTY

WIDE OPEN OPPORTUNITY

Contractor hereby acknowledges receipt and understanding of the above amendment.

BY: Shannon M. McGregor
(Name)

Mr. Member
(Title)

[Signature]
(Signature)

DATE: 04/08/2021

The above reference contract amendment is hereby executed this date by the County.

BY: Stephen Q. Miller
(Name)

Chairman
(Title)

[Signature]
(Signature)

DATE: May 5, 2021

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126RF
Amendment #1

Procurement Officer: Krystle Sigman
Krystle.sigman@pinal.gov

Towing Services for PCSO

Contractor Name: **San Tan Valley Towing LLC**

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract Changes), Exhibit A (Scope of Work) Paragraph 5.4 of the above referenced contract shall be amended as follows:

1. To ensure accurate information is captured for dissemination, the tow truck operator who accepts responsibility of the vehicle and the vehicle report shall verify that the information below is clearly listed and legible on the Contractor's copy of the Vehicle Report BEFORE accepting the report from the Deputy. A separate Vehicle Report may be issued for any additional trailer and/or vehicle towed if the owner is different than the primary vehicle.
 - a. Type of impound must be marked in the upper-right-hand corner of the vehicle report
 - b. DR#
 - c. VIN#
 - d. Year, make, model, license plate and mileage
 - e. Driver's information and signature

In the event the tow truck operator is unable to read the Contractor's copy of the Vehicle Report, or believes pertinent information is missing, it is the tow truck operator's responsibility to bring any discrepancies to the attention of the Deputy before accepting the report. However, in the event that the discrepancies remain unresolved after requesting the Deputy correct them, the tow truck operator shall accept the vehicle and vehicle report with no further delay. The Contractor receiving the vehicle must send an email to PCSO30dayimpound@pinal.gov within ~~12~~ **24 business** hours that includes a scanned copy of the vehicle report and outlines any discrepancy to be reviewed by the PCSO towing coordinator.

2. All other Terms, Conditions, and Pricing remain the same.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Contractor hereby acknowledges receipt and understanding of the above amendment.

BY: Sheri George
(Name)
Owner
(Title)
Sheri George
(Signature)
DATE: 4/6/21

The above reference contract amendment is hereby executed this date by the County.

BY: Stephen Q. Miller
(Name)
Chairman
(Title)

(Signature)
DATE: May 5, 2021

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126RF
Amendment #1

Procurement Officer: Krystle Sigman
Krystle.sigman@pinal.gov

Towing Services for PCSO

Contractor Name: **Secured Rite Towing LLC**

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract Changes), Exhibit A (Scope of Work) Paragraph 5.4 of the above referenced contract shall be amended as follows:

1. To ensure accurate information is captured for dissemination, the tow truck operator who accepts responsibility of the vehicle and the vehicle report shall verify that the information below is clearly listed and legible on the Contractor's copy of the Vehicle Report BEFORE accepting the report from the Deputy. A separate Vehicle Report may be issued for any additional trailer and/or vehicle towed if the owner is different than the primary vehicle.
 - a. Type of impound must be marked in the upper-right-hand corner of the vehicle report
 - b. DR#
 - c. VIN#
 - d. Year, make, model, license plate and mileage
 - e. Driver's information and signature

In the event the tow truck operator is unable to read the Contractor's copy of the Vehicle Report, or believes pertinent information is missing, it is the tow truck operator's responsibility to bring any discrepancies to the attention of the Deputy before accepting the report. However, in the event that the discrepancies remain unresolved after requesting the Deputy correct them, the tow truck operator shall accept the vehicle and vehicle report with no further delay. The Contractor receiving the vehicle must send an email to PCSO30dayimpound@pinal.gov within ~~12~~ **24 business** hours that includes a scanned copy of the vehicle report and outlines any discrepancy to be reviewed by the PCSO towing coordinator.

2. All other Terms, Conditions, and Pricing remain the same.

Contractor hereby acknowledges receipt and understanding of the above amendment.

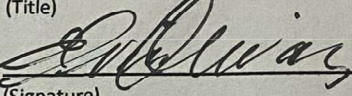
The above reference contract amendment is hereby executed this date by the County.

BY: E Lvia Olivarez
(Name)

BY: Stephen Q. Miller
(Name)

Owner
(Title)

Chairman
(Title)


(Signature)

(Signature)

DATE: April 5, 21

DATE: May 5, 2021

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126RF
Amendment #1

Procurement Officer: Krystle Sigman
Krystle.sigman@pinal.gov

Towing Services for PCSO

Contractor Name: **Southwest 24 Hr Towing LLC**

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract Changes), Exhibit A (Scope of Work) Paragraph 5.4 of the above referenced contract shall be amended as follows:

1. To ensure accurate information is captured for dissemination, the tow truck operator who accepts responsibility of the vehicle and the vehicle report shall verify that the information below is clearly listed and legible on the Contractor's copy of the Vehicle Report BEFORE accepting the report from the Deputy. A separate Vehicle Report may be issued for any additional trailer and/or vehicle towed if the owner is different than the primary vehicle.
 - a. Type of impound must be marked in the upper-right-hand corner of the vehicle report
 - b. DR#
 - c. VIN#
 - d. Year, make, model, license plate and mileage
 - e. Driver's information and signature

In the event the tow truck operator is unable to read the Contractor's copy of the Vehicle Report, or believes pertinent information is missing, it is the tow truck operator's responsibility to bring any discrepancies to the attention of the Deputy before accepting the report. However, in the event that the discrepancies remain unresolved after requesting the Deputy correct them, the tow truck operator shall accept the vehicle and vehicle report with no further delay. The Contractor receiving the vehicle must send an email to PCSO30dayimpound@pinal.gov within **12 24 business** hours that includes a scanned copy of the vehicle report and outlines any discrepancy to be reviewed by the PCSO towing coordinator.

2. All other Terms, Conditions, and Pricing remain the same.



PINAL COUNTY

WIDE OPEN OPPORTUNITY

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Daniel Stevenson

(Name)

OWNER

(Title)

X Daniel Stevenson

(Signature)

DATE: 04/06/2021

BY: Stephen Q. Miller

(Name)

Chairman

(Title)

(Signature)

DATE: May 5, 2021

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126RF
Amendment #1
Procurement Officer: Krystle Sigman
Krystle.sigman@pinal.gov

Towing Services for PCSO

Contractor Name: **Star Towing Services, LLC**

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract Changes), Exhibit A (Scope of Work) Paragraph 5.4 of the above referenced contract shall be amended as follows:

1. To ensure accurate information is captured for dissemination, the tow truck operator who accepts responsibility of the vehicle and the vehicle report shall verify that the information below is clearly listed and legible on the Contractor's copy of the Vehicle Report BEFORE accepting the report from the Deputy. A separate Vehicle Report may be issued for any additional trailer and/or vehicle towed if the owner is different than the primary vehicle.
 - a. Type of impound must be marked in the upper-right-hand corner of the vehicle report
 - b. DR#
 - c. VIN#
 - d. Year, make, model, license plate and mileage
 - e. Driver's information and signature

In the event the tow truck operator is unable to read the Contractor's copy of the Vehicle Report, or believes pertinent information is missing, it is the tow truck operator's responsibility to bring any discrepancies to the attention of the Deputy before accepting the report. However, in the event that the discrepancies remain unresolved after requesting the Deputy correct them, the tow truck operator shall accept the vehicle and vehicle report with no further delay. The Contractor receiving the vehicle must send an email to PCSO30dayimpound@pinal.gov within **12 24 business** hours that includes a scanned copy of the vehicle report and outlines any discrepancy to be reviewed by the PCSO towing coordinator.

2. All other Terms, Conditions, and Pricing remain the same.



PINAL COUNTY

WIDE OPEN OPPORTUNITY

Contractor hereby acknowledges receipt and understanding of the above amendment.

BY: RoseAnn Camargo
(Name)

Manager
(Title)

RoseAnn Camargo
(Signature)

DATE: 4-5-2021

The above reference contract amendment is hereby executed this date by the County.

BY: Stephen Q. Miller
(Name)

Chairman
(Title)

(Signature)

DATE: May 5, 2021

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126RF
Amendment #1
Procurement Officer: Krystle Sigman
Krystle.sigman@pinal.gov

Towing Services for PCSO

Contractor Name: Stay Up Towing, LLC

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract Changes), Exhibit A (Scope of Work) Paragraph 5.4 of the above referenced contract shall be amended as follows:

1. To ensure accurate information is captured for dissemination, the tow truck operator who accepts responsibility of the vehicle and the vehicle report shall verify that the information below is clearly listed and legible on the Contractor's copy of the Vehicle Report BEFORE accepting the report from the Deputy. A separate Vehicle Report may be issued for any additional trailer and/or vehicle towed if the owner is different than the primary vehicle.
 - a. Type of impound must be marked in the upper-right-hand corner of the vehicle report
 - b. DR#
 - c. VIN#
 - d. Year, make, model, license plate and mileage
 - e. Driver's information and signature

In the event the tow truck operator is unable to read the Contractor's copy of the Vehicle Report, or believes pertinent information is missing, it is the tow truck operator's responsibility to bring any discrepancies to the attention of the Deputy before accepting the report. However, in the event that the discrepancies remain unresolved after requesting the Deputy correct them, the tow truck operator shall accept the vehicle and vehicle report with no further delay. The Contractor receiving the vehicle must send an email to PCSO30dayimpound@pinal.gov within ~~12~~ **24** business hours that includes a scanned copy of the vehicle report and outlines any discrepancy to be reviewed by the PCSO towing coordinator.

2. All other Terms, Conditions, and Pricing remain the same.



PINAL COUNTY

ARIZONA

Contractor hereby acknowledges receipt and understanding of the above amendment.

BY: Oscar Hernandez

(Name)

Owner/Operator

(Title)

A handwritten signature in black ink, appearing to read "Oscar Hernandez", written over a horizontal line.

(Signature)

DATE: 4/9/21

The above reference contract amendment is hereby executed this date by the County.

BY: Stephen Q. Miller

(Name)

Chairman

(Title)

A handwritten signature in black ink, appearing to read "Stephen Q. Miller", written over a horizontal line.

(Signature)

DATE: May 5, 2021

Purchase Requisition

Req. Number

161269

Req. Date: 4/15/2021

Page: 1 of 2

Department Contact:	Ship to:	Supplier:
HALL, KARIN J Phone: 602 - 295-9888 Branch Plant: REC-RECORDED DOCUMENT-GF Fund Source: MISC GRANTS	RECORDER OFFICE - FLORENCE 31 NORTH PINAL ST BLDG E FLORENCE AZ 85132	ESB MODULAR MANUFACTURING 11280 W ADONIS RD MARANA AZ 85658 Phone: 520 - 682-9024 Fax: 520 - 682-9028

Buyer: Michael Gale Phone: 520 - 866-6269 Email: michael.gale@pinal.gov	Requested Delivery Date: 4/30/2021 Payment Terms: Net 30 Shipping Terms: FOB Destination
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The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity Mohave
Contract Number 20H-ESB-1006
Contract Expiry 10/6/2025

Reference: Quote dated 04/15/2021

Department Contact: Archie Carreon - archie.carreon@pinal.gov

Vendor Contact: Jeff Bohenkamp - jeff@esbdesignbuild.com

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00		LS		Design & Engineering (Building Only)	\$0.00	\$16,625.00
2.00		LS		Site Civil Plan (for State Permit)	\$0.00	\$9,500.00
3.00		LS		Survey	\$0.00	\$3,500.00
4.00		LS		Soils Report (\$2,950 + 10%)	\$0.00	\$3,245.00
5.00		LS		Modular Building - 2,016 sf Slab-on-grade factory built	\$0.00	\$284,020.88
6.00		LS		Foundation, Delivery, Install (add to existing & crane set)	\$0.00	\$43,817.67
7.00		LS		Grading & Drainage, Building Pad, Demolition, etc	\$0.00	\$26,115.00
8.00		LS		Relocate condensing units (existing)	\$0.00	\$5,690.00
9.00		LS		Demolition	\$0.00	\$4,940.00
10.00		LS		Concrete flatwork - 600 sf (w/ thickened edge)	\$0.00	\$5,688.00
11.00		LS		Wrought Iron Fence (12'x39') (w/ manual front slide gate)	\$0.00	\$4,562.00
12.00		LS		Chain Link Fence (12'x140') (w/ rear slide & 1 man gates)	\$0.00	\$3,400.00

Req. Number**161269****Req Date: 4/15/2021****Page: 2 of 2**

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
13.00		LS		Remove existing fence at rear utilities & provide new	\$0.00	\$2,200.00
14.00		LS		Electric Service Upgrade	\$0.00	\$10,640.00
15.00		LS		Relocation of existing Sewer	\$0.00	\$2,076.00
16.00		LS		Equipment mobilization, water truck, security, dumpster, etc	\$0.00	\$11,091.00
17.00		LS		Travel Expenses	\$0.00	\$12,600.00
18.00		LS		Site Supervision	\$0.00	\$12,000.00
19.00		LS		Sales Tax	\$0.00	\$30,842.27
20.00		LS		Bond	\$0.00	\$8,865.95

Total Order: \$501,418.77



**Mohave Contract User Guide for
Eastern Style Builders, Inc. dba ESB Design+Build**

Contract Number: 20H-ESB-1006	Vendor Website: http://ESBdesignbuild.com
Vendor Contact: Jeff Bohnenkamp	Phone: 520-682-9024
	Email: jeff@esbdesignbuild.com

Products or Services:	ESB Design+Build provides turnkey construction of modular buildings, interior and exterior upgrades, and site work.
------------------------------	---

Excluded Items:	-Site work not involving the completion of a modular building project. Site work not involving the completion of a modular building project. -Leases and rentals. -Engineering fees shall not be allowed unless they are part of a Mohave modular (factory-built) buildings purchase order. Engineering services shall be allowed pursuant to ARS 41-2151-42-2157. -UPB Division 1 Sections before 54, Construction Aids, are excluded from the contract, except as specified below. Such items shall be included in coefficients. Member may approve specific exceptions caused by unusual & unforeseen circumstances. The following UPB Division 1 items are allowed, when the specified work is required or authorized by the member: 01 21 53.50-0010 through 1750; 01 45 23.50-0010 through 9000; 01 51 13.80-0010 through 0700
------------------------	--

P.O. Address:	Eastern Style Builders, Inc. dba ESB Design+Build Jeff Bohnenkamp 11280 W Adonis Rd Marana AZ, 85658	Remit To:	Eastern Style Builders, Inc. dba ESB Design+Build ATTN: Jeff Bohnenkamp 11280 W Adonis Rd Marana AZ, 85658
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Effective Date: 10/06/2020	Renews: October 6
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Final Expiration: 10/06/2025 – <i>Maximum term. May be earlier if contract is not extended at annual renewal. Verify on Mohave's website.</i>
--

Contract Specialist:	Mike Nentwig, CPPB (<i>Contact the Contract Specialist with contract inquiries.</i>)	Phone: 928-718-3203
		Email: mike@mesc.org
Procurement Specialist:	Erin Gordon (<i>Contact the Procurement Specialist with order inquiries.</i>)	Phone: 928-718-3216
		Email: erin@mesc.org

Pricing:	Fixed pricing for modulars, Coefficient off of RS Means for options/upgrades and site work	Volume Discount:	N/A
-----------------	--	-------------------------	-----

Shipping:	See the Destination/Delivery Charges (Not Oversized and Oversized) in the "Coefficient Options-Upgrades" worksheet.	Perf/Pay Bond:	Bonds are calculated on the after tax total for the project. Bond rate is 1.8% of the total cost
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Admin Fee:	Mohave's 1% administration fee is included in the vendor's price. Vendor will remit administration fee to Mohave.
-------------------	---

Ordering Information: This is a standard order contract. Make your purchase order out to Eastern Style Builders, Inc. dba ESB Design+Build and send to Mohave for review.

Resources:

Mohave Website: www.mesc.org

Contract Documents: [Contract Documentation](#)

Mohave's Pricing: [Contract Pricing](#)

Pinal County - Coolidge Election Center

<i>Design & Engineering (Building Only)</i>	\$16,625.00
Site Civil Plan as required for State Permit (See attached notes for clarification)	\$9,500.00
Survey	\$3,500.00
Soils Report (\$2,950 +10%)	\$3,245.00
<i>Modular Building - 2,016 sf Slab-on-grade factory built building</i>	\$284,020.88
<i>Foundation, Delivery & Installation</i>	\$43,817.67
Foundation to tie in to existing building foundation	
Crane set building	
<i>Site Development</i>	
Grading & Drainage, Building Pad, Demolition, etc.	\$26,115.00
Relocate existing condensing units	\$5,690.00
Demolition	\$4,940.00
600 sf of concrete flatwork with thickened edge	\$5,688.00
Wrought Iron Fence with 12' W/I manual sliding gate across front of building (approx 39')	\$4,562.00
Chain link fence with 12' C/L sliding gate and relocated mangate @ rear (approx 140 lf)	\$3,400.00
Remove existing fence chain link fence @ rear utilities and provide new.	\$2,200.00
<i>Utilities</i>	
Electric Service Upgrade (See attached description of work)	\$10,640.00
Relocation of existing Sewer	\$2,076.00
<i>General Conditions</i>	
Equipment mobilization/demobilization, Water Truck, Security Can, Dumpster	\$11,091.00
Toilet, Temporary Fencing, Travel expenses for site development	
Travel Expenses	\$12,600.00
<i>Site Supervision</i>	\$12,000.00
Subtotal	\$461,710.55
Sales Tax	\$30,842.27
Bond	\$8,865.95
Total with Tax and Bond	\$501,418.77
	\$501,418.77
<i>Optional / Owner Provided Items</i>	
Fire Alarm System (not included above)	Not Included
Fire Sprinkler System	Not Included
Certified survey staking is not included in this proposal. It is unknown if this is required.	Not Included
Geotechnical testing and special inspections requested by Owner / Local Jurisdiction.	Not Included
Moving of existing IT is NOT included in this proposal. Until it is uncovered it is not known if required.	Not Included
All testing and special inspections (Concrete, Geotechnical & Welding) to be paid by Pinal County	Not Included

Coolidge (28 x 72)

Design & Engineering Clarification:

- Per recent conversation with City of Coolidge Development Services, the only items they require for the Commercial Building Permit are the Red Stamped Building and Installation plans from the State. Price does not include a detailed site development, drainage or any other plans not required by the State. Any plans in addition to the State approved plans would be at an additional cost to Pinal County.

Foundation:

- Along the side (and portion) of the building that abuts the existing building (approximately 60 lf) we will need to pothole and verify depth and width of existing footer in a couple of spots so the structural engineer has the information he will need to determine how best connect the 2 buildings at this location. Our traditional grade beam footer will not work at this location due to existing footing construction of the building we will be abutting against. My guess is that since the existing building is a brick and mortar building the existing footer will likely extend. No additional costs need to be added.

Sewer:

- The existing sewer may or may not interfere with the new building perimeter footer for the new building. (see above) If we have enough footer on the existing building to carry the additional minimal kip loads (about 0.7 kips/lf) of the building we plan to abut against the existing the sewer line should be able to just remain as is in lieu of relocation. Sewer will need relocating per soils report.

IT/Comm/special systems:

- From everything I can determine without further investigation it seems that the existing J-box (+/- 12" square) affixed to the building we plan to abut the new building to has all the existing systems run thru it from the source. If there are some systems that do not run thru this J-box, I do not see an issue drilling thru the side of the existing building above the new building ceiling line and extending whatever systems need to be interconnected to the new building this way. (raceways only). Access to the existing J-box will need to be accessible from inside the new storage area in the new building addition which can be done by providing a block out thru the new building addition. I believe this will be the simplest way in lieu of rerouting the existing systems running thru this J-box. It appears that there is a conduit raceway from the building to the north to the building we are abutting the new building to. This seems to be the conduit leads to the J-box that is affixed to the exterior of the existing building. This conduit is buried 36" deep (according to the renovations drawings) and should be low enough as to not interfere with the installation of the new building unless the soils report requires over-excavation under the new buildings footers. It is unknown at this time if that will be a requirement. It may be that we can leave the conduit in place and perform any requirements of a soils report around the conduit run leaving it in place.

Electric:

- The existing system is comprised an overhead mast from (2) pole mounted transformers across the alley on the south side of the existing building. The aerial wires from these 2 transformers are spliced together with 1 set of wires crossing the alley and feeding a sun valley CT can with (2) 200 amp pull-out disconnects built into the CT can which also contains the electric meter. I think the easiest way is to change the CT can containing the 2 pull out disconnects to a new CT can with (3) 200 amp pull out disconnects. This is all pretty straight forward and simple to do however I believe APS will want to remove the aerial wires and put the electric primary feeders underground from the pole to a new pad mounted APS transformer since the system is now needing to be a 600 amp single phase system. I do not believe APS will provide 600 amps of service from pole mounted transformers from our previous experience. This will require APS to remove the (2) pole mounted transformers. ESB will then be required to trench and install underground conduits to the APS selected pad mounted transformer location. ESB will need to set a new APS transformer pad with required grounding. APS would usually

be required to install the secondary feeders to the meter location. All this being said I believe the costs that have been provided are good with the exception of any APS fees for the new transformer and related charges from APS. At this time, we should inform the customer through notes and clarification that there will likely be some APS fees and charges that are TBD at this time and not included in the costs that have been provided.

A/C, Condensing units:

- Currently there are 4 condensing units on the north side of the existing building, 2 of which are planned to be relocated to allow installation of the new building. The 2 that are being relocated are AC 4 and the mini-split system that serves the IT room. ESB has determined that relocating these 2 units to the east end of the existing building would best fit the for the project in lieu of attempting to move the units closer together and keeping them all in the same location. The work involved in doing this will require replacing/relocating line sets and T-stat wiring. Chuck said he will draw down the units, rework the line sets and relocate the T-stat wires. The current electric to the air handlers above the ceiling does not require any modifications nor will and condensate lines need to be modification. The only ESB required work will be electric to the relocated condensing units and condenser pads. The electric to both the relocated condensing units will from the same panel in the new location as there is an existing panel just inside the building from the relocation area. Chuck also noted that we have in stock the additional length of line set that will be needed. The mini split line set will simply need to be routed and shortened.

Pressure relief from water heater:

- I think we extend this into the new building exterior wall that abuts the existing building and run east past the existing building and then out the wall of the new building past the existing building.

Ancillary concrete:

- I just made some estimated quantities for the removal and addition of new concrete items. The lack of any civil design warranted using this method to get approximate costs for the customer. Actual costs will depend on final design civil design and customer approval, neither of which we have. The numbers I used should be somewhat close unless the civil design and customers desires are largely different than my guess of what they may want.

Grading and Drainage:

- I do not expect that there will be any removal of soil from the site as it seems there is ample area to grade the minimal amount of generated material. However, upon civil design and customer approval there may be a need to revisit this. I do not think this will come into play unless soils report requires soils to be removed and replaced in lieu of removal and recompaction.

Over-excavation & Re-compaction per Soils Report

- The soils report requirements are as follows:

296 tons of dirt remove, condition and replace from perimeter (185 cubic yards)

15 tons of dirt remove, condition and replace from interior footer (64 cubic yards)

180 tons of dirt remove, condition and replace for building slab (112 cubic yards)

The soils report requires that the excavations for the over-excavation adjacent to the existing structure not exceed 15 feet for each section. Doing this will require several additional density tests on the soil because each 15 foot section will need to be tested separately from each other. Geotechnical testing (soils/concrete) by Pinal County. I will assume we will NOT be doing testing on the concrete.

Now that we have the soils report we now know we will need to move the existing sewer away from the existing building a bit further to allow for the required over-excavation.

I have a concern that removing the building slab soils to a depth of 22 inches below FFE will interfere with the existing communication lines coming from the existing building to the south of new building proposed site. The existing communications lines will be in conflict with the building perimeter over-excavation. We may have to reroute the communications conduits and I suspect that it probably involves fiber optics. Is Pinal using and paying their IT contractor to do this work. ESB can reroute the conduit raceway but not replace the wires or fiber or do the head in to the existing systems. ESB can provide cost in the event the communication lines need to be moved.



Archie Carreon

to Hattie, Jeff, Lois, me ▾

Thu, Mar 18, 7:17 AM



Lois/Jeff,

Can you please send us your company info and contact to address the Design Phase PO. And also your MOHAVE Contract.
Thank you.

...



Jeff Bohnenkamp <jeff@esbdesignbuild.com>

Thu, Mar 18, 8:14 AM



to Archie, Hattie, me, Lois ▾

Archie:

Eastern Style Builders, Inc.
dba ESB Design+Build
11280 W Adonis Road
Marana, AZ 85658

Mohave Educational Services
Contract #20H-ESB-1006

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Jeff Bohnenkamp

Jeff Bohnenkamp
Sr. Project Administrator



11280 W Adonis Rd. Marana, AZ 85658 (520) 682-9634

...



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Purchase Order

Pinal County Finance Department
Purchasing Division
P.O. Box 1348
Florence, AZ 85132

PO Number

244910

This number must appear on all documents pertaining to this order.

PO Date: 4/21/2021

Page: 1 of 2

Mail Invoice to:	Ship to:	Supplier:		
Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132	FLEET SERVICES 900 S. PINAL PARKWAY FLORENCE AZ 85132	SAN TAN FORD 1429 E MOTORPLEX LOOP GILBERT AZ 85297		
Or email invoice to: FinanceInvoices@pinal.gov		Phone: - Fax: -		
		Confirming to:		
<table><tr><td>Buyer: Michael Gale Phone: 520 - 866-6269 Email: michael.gale@pinal.gov</td><td>Requested Delivery Date: 5/15/2021 Payment Terms: Net 30 Shipping Terms: FOB Destination</td></tr></table>			Buyer: Michael Gale Phone: 520 - 866-6269 Email: michael.gale@pinal.gov	Requested Delivery Date: 5/15/2021 Payment Terms: Net 30 Shipping Terms: FOB Destination
Buyer: Michael Gale Phone: 520 - 866-6269 Email: michael.gale@pinal.gov	Requested Delivery Date: 5/15/2021 Payment Terms: Net 30 Shipping Terms: FOB Destination			

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity State of Arizona
Contract Number ADSPO17-166124
Contract Expiry 3/31/2022

Reference: Quote #QB301

Department Contact: Jeremy Statler - Jeremy.statler@pinal.gov | charles.gaston@pinal.gov | christopher.nardelli@pinal.gov | Carol Lang - carol.lang@pinal.gov

Vendor Contact: Jared Smith - jaredsmith@santanford.com Phone: (480) 821-3200 Ext. 4099

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1	2.00	EA	ITEM#: P8C	2021 Mustang Coupe	\$36,014.00	\$72,028.00
2	2.00	EA	ITEM#: CA	Twisted Orange / Electric Blue	\$495.00	\$990.00
3	2.00	EA	ITEM #: 21	Cloth Seats - Cloth	\$0.00	
4	2.00	EA	ITEM #: 301A	Dual Zone A/C	\$2,000.00	\$4,000.00
5	2.00	EA	ITEM #: NONE	Sirius Radio	\$0.00	
6	2.00	EA	ITEM #: 99F	5.0L V8 Engine 460 HP	\$0.00	
7	2.00	EA	ITEM #: 44U	10-Speed Auto Transmission	\$0.00	
8	2.00	EA	ITEM#: 67G	GT Performance Package	\$6,295.00	\$12,590.00
9	2.00	EA	ITEM #: NONE	19" Painted Alum Wheels	\$0.00	
10	2.00	EA	ITEM #: NONE	P255/40R19	\$0.00	
11	2.00	EA	ITEM #:NONE	Rear Spoiler	\$0.00	
12	2.00	EA	ITEM #: NONE	3.55 Torsen AXL	\$0.00	
13	2.00	EA	ITEM #: 425	50 State Emissions	\$0.00	
14	2.00	EA	ITEM #: HOOD	Hood Louvers-Matte Blk Install	\$356.00	\$712.00
15	2.00	EA	ITEM #: QTR. WINDOW	Qtr. Window Louvers Paint to Matte	\$456.00	\$912.00
16	2.00	EA	ITEM#: TINT	Window Tint - Limo	\$385.00	\$770.00

17	2.00	EA	ITEM #: KEYS	2 Additional Keys	\$0.00	
18	2.00	EA	ITEM #: UP FITTING	As Per PCSO SPEC - Up Fitting MHQ Quote # 115308	\$14,946.67	\$29,893.34
19	2.00	EA	ITEM #: LABOR	As Per PCSO SPEC - Labor MHQ Quote # 115308	\$5,100.00	\$10,200.00
20	2.00	EA	ITEM #: TIRE TAX	Tire Tax	\$5.00	\$10.00
21	2.00	EA	ITEM #: SALES TAX	Sales Tax	\$4,753.92	\$9,507.84

Total Order : \$141,613.18

NOTE :

Failure to send invoice to above address will result in delay of payment.
Direct all payment questions to Accounts Payable at 520-866-6223.
Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the [Purchasing Website](#) unless otherwise directed on this PO

Contract Amendment Summary

CONTRACTOR: San Tan Auto Partners-ADSP017-166124	AMENDMENT NO.: 3
DESCRIPTION: Vehicles, New Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Three (3) to mutually extend this contract from April 4, 2021 through March 31, 2022 unless terminated, canceled or extended as otherwise provided in the contract.
2. All other terms, conditions and provisions of this contract remain unchanged.

San Tan Ford
 Quote To:
Pinal County

Attn: Jeremt Stalter

QB301

Jared Smith **ADSP017-166124**
 1429 E. Motorplex Loop **REVISED 01/20/2021**
 Gilber, AZ 85297
Phone: 480-821-3200 Ext 4099
Cell: 623-302-1154 **Page 1 of 1**

Line Item:		Description	Price
1	P8C	2021 Mustang GT Coupe	\$36,014.00
2	CA	Twisted Orange	\$495.00
3	21	Cloth Seats - ebony	
4	301A	Dual Zone A/C	\$2,000.00
5		Sirius Radio	
6	99F	5.0L V8 Engine 460 HP	
7	44U	10-Speed Auto Transmission	
8	67G	GT Performance Package	\$6,295.00
9		19" Painted Alum Wheels	
10		P255/40R19	
11		Rear Spoiler	
12		3.55 Torsen AXL	
13	425	50 State Emissions	
14	Hood	Hood Louvers - Matte Black Install	\$356.00
15	TR Window	Qtr Window Louvers - Paint to match	\$456.00
16	Tint	Window Tint - Limo	\$385.00
17	Keys	2 Additional Keys	
18	Up Fitting	AS per your spec - MHQ	\$14,946.67
19			
20			

Taxable Total:		\$60,947.67
-----------------------	--	-------------

19 Sales Tax:		\$4,753.92
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Warranty:	Optional	
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20 Labor:	MHQ Labor	\$5,100.00
------------------	-----------	------------

21 Tire Tax:		\$5.00
---------------------	--	--------

Grand Total:	Per Unit	\$70,806.59
---------------------	----------	-------------

Qty Requested: 6

Thank you for this opportunity to gain your business!

To place order, review for accuracy and fax back with signature and P.O. number (if applicable).

Signature: _____

Date: _____

Printed Name: _____

P.O.#: _____

MHQ of Arizona
550 N 54th Street
Chandler AZ 85226
(833) 455-0503



Quote

Date	Estimate #
1/20/2021	115308

Name / Address
Pinal County Fleet Services 75 S Main St Florence AZ 85132

Ship To
MHQ of AZ Install

Rep	Phone	Fax	Office Hours	Visit our Website	Project
Brian	(480) 498-5105	(480) 361-7716	7am to 4pm M-F	www.mhqwest.com	Camaro Aggressive D...

Item	MFG	Description	MSRP	Qty	Cost	Total
SA315P SAK1	Whelen Whelen	Contact Name: Jeremy Stalter Contact Number: 480-427-1187 e-mail: Jeremy.Stalter@pinal.gov Vehicle/Year: Mustang / 2021 Type: Aggressive Driver x 4 Unit # REV # AZDPS Contract #CTR 049798 Customer Supplied Parts: Installed per manufacturer specs. All components must be included such as: Hardware, Cables, Connectors, Brackets, Plugs, Antennas etc. Any items not functioning once installed will be diagnosed at \$70.00 per hr. repair items will be quoted Separately. All items need to be delivered completely before build will start. Items Listed Below to be Supplied: 1) Radio with Handheld Head 2) Printer 3) Scanner ***Front of Unit				
		Siren speaker, Not a Package, 123db	328.00	2	213.20	426.40T
		Universal Siren Speaker Mounting Bracket	41.00	2	0.00	0.00T
		***Grille Lighting, X Pattern in grille				

MHQ of Arizona
550 N 54th Street
Chandler AZ 85226
(833) 455-0503



Quote

Date	Estimate #
1/20/2021	115308

Name / Address
Pinal County Fleet Services 75 S Main St Florence AZ 85132

Ship To
MHQ of AZ Install

Rep	Phone	Fax	Office Hours	Visit our Website	Project
Brian	(480) 498-5105	(480) 361-7716	7am to 4pm M-F	www.mhqwest.com	Camaro Aggressive D...

Item	MFG	Description	MSRP	Qty	Cost	Total
TLI2D	Whelen	ION™ T-Series™ Linear Super-LED®. Color Red / White. KB026	157.00	2	102.055	204.11T
TLI2E	Whelen	ION™ T-Series™ Linear Super-LED®. Color Blue / White. KB026	157.00	2	102.055	204.11T
Materials		Misc Shop Supplies and Materials, brackets ***Windshield Lighting		1	35.00	35.00T
PMP2WSDDDB	Soundoff	Dual Adjustable 25 to 90 Degree Shroud, 4 inch Black.	25.00	2	16.25	32.50T
EMPS2STS5RBW	SoundOff Signal	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White. ***Side Lighting	217.00	4	217.00	868.00T
TCRHD5-KB026	Whelen	five segment DUO Tracers. Need to order Mounting. KB026	1163.00	2	767.44	1,534.88T
TCRLBKT	Whelen	New! 1 "L" Bracket and Hardware, See Tracer™ Description for Quantity Required. ***Locate just under forward lower light	10.50	6	6.825	40.95T
TLI2D	Whelen	ION™ T-Series™ Linear Super-LED®. Color Red / White. KB026	157.00	2	102.05	204.10T
TLI2D	Whelen	***Locate under rear marker light ION™ T-Series™ Linear Super-LED®. Color Red / White. KB026 ***Interior ***CSP Radio with Hand Held ***Radar and Laser	157.00	2	102.055	204.11T

MHQ of Arizona
550 N 54th Street
Chandler AZ 85226
(833) 455-0503



Quote

Date	Estimate #
1/20/2021	115308

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CRS3003	Kustom Signals	Kustom Signals Eagle 3 Radar with Dual Antenna	2720.00	1	2,542.00	2,542.00T
CRS2000	Kustom	ProLaser 4 bundle includes a Hogue grip, 8 AA rechargeable batteries with charger (4 of which are spares), USB to PC interface cable, 12 VDC to USB adapter, hard carry case.		1	2,195.00	2,195.00T
4316187	Brother	***Printer #PJ723-VK, BROTHER MOBILE SOLUTIONS : PJ7 Vehicle Kit Includes: PJ723 Printer, DC Vehicle Adapter, Battery Cavity Mounting Block, USB Cable, Drivers and Configuration Software, Premium Paper Roll and Special Configuration (Auto Power On, No Auto Shut Off).	538.00	1	506.58	506.58T
4910LR-152-LTRK-MM	L-Tron	***Scanner L-Tron 4910LR Microphone Style Driver License Reader Kit with Magnetic Mounting Kit.	420.00		365.20	365.20T
C399	Whelen	***Siren Controller CORE New! Amplifier Control Module, Flashing Outputs, Includes 3 WeCanX™ Ports, and Controls up to 99 Devices/Remote Modules, Control Heads Purchased Separately. (NOT INCLUDED)	1129.00	1	810.17	810.17T

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Item	MFG	Description	MSRP	Qty	Cost	Total
CANCTL7	Whelen	***Siren Mount head to Headliner. Includes 3 Section Control Head and 21 Push-Buttons, 4-Position Slide Switch, Microphone with Extension Cable.	0	1	0.00	0.00T
CEM16	Whelen	New! 16 Output, 4 Input WeCanX™ Expansion Module.	232.00	1	150.80	150.80T
C399K4	Whelen	OBDII CANPORT CABLE KIT FORD	49.00	1	0.00	0.00T
MMBP-25	Magnetic Mic	Magnetic Mic Single Unit.	34.95	2	27.30	54.60T
218-1021-MDC	B&B	***Comp Mounting / Printer Printer mount bracket for a 2015+Ford Mustang, used for mounting a Brother printer to the floor of the passenger seat. Includes MDC mount and Requires the addition of p/n 218-1017	308.00	1	216.45	216.45T
218-1017	B&B	-Flat plate that attaches to printer. Flat plate that attaches to printer.	7.25	1	5.14	5.14T
C-HDM-202	Havis	8.5" Heavy Duty Telescoping Pole, Short Handle	171.96	1	128.97	128.97T
C-MD-131	Havis	Swing Arm With C-MD-204 Motion Device Adapter. ***No Weapon Mount. ***No Prisoner Containment ***Rear Lighting ***Upper Window	249.54	1	187.15	187.15T

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Item	MFG	Description	MSRP	Qty	Cost	Total
TCRHT4	Whelen	TRACER TRIO 4-LAMP HOUSING- See Drawing.	1189.50	1	773.17	773.17T
TCRLBKT	Whelen	New! 1 "L" Bracket and Hardware, See Tracer™ Description for Quantity Required.	10.50	5	6.804	34.02T
TLI2D	Whelen	***Rear Exterior Lighting on Black Panel ION™ T-Series™ Linear Super-LED®.	157.00	2	102.05	204.10T
TLI2E	Whelen	Color Red / White. KB026 ION™ T-Series™ Linear Super-LED®.	157.00	2	102.055	204.11T
TLI2J	Whelen	Color Blue / White. KB026 ***Under Trunk Lid	157.00	4	102.0525	408.21T
TLMI2J	Whelen Manufa...	New! DUO™ ION™ T-Series™ Linear Super-LED, Size: 1-1/2" H x 1/2" D x 5" L - Color Red/Blue. KB026 ***Licence Plate Lights	125.00	2	81.25	162.50T
ETFBSSN-P	SoundOff Signal	T ION Mini Duo Red Blue (Side and Grill lighting). KB026 ***Tail Flash	77.00	1	50.05	50.05T
Pinal CSO SharkeeKit	Panorama	Flashback Alternating Taillight Flasher, Solid State - 2.4 f.p.s. ***Antenna - Confirm with Radio Shop.		1	463.79	463.79T
CH27.1.20	911 Circuits	Pinal CSO Sharkee Antenna Assembly. ***Harness	960.00	1	598.00	598.00T
		Ch27 Harness with Single Stage Smart Start Timer and 20' Outputs. (full size) 20 Ft.with timer, bracket, circuit breaker.				

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Item	MFG	Description	MSRP	Qty	Cost	Total
Materials		***Tint and trim for rear lighting add light tint.				
Tint- Window Sedan	Tint	Misc light Wedges	247.50	1	400.00	400.00T
Materials		Window Tint		1	337.50	337.50T
Labor AZ	MHQ of AZ	Misc Shop Supplies and Materials		1	210.00	210.00T
Shipping		EVT Certified Installation Labor	110.00	68	75.00	5,100.00
		Shipping		1	185.00	185.00

			Subtotal	\$20,046.67
Please contact Brian Shaw @ 480-848-9994 with any questions. Thank you for your business.			Sales Tax (0.0%)	\$0.00
			Total	\$20,046.67



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Change Order

Pinal County Finance Department
Purchasing Division
P.O. Box 1348
Florence, AZ 85132

PO Number

241940

This number must appear on all documents pertaining to this order.

PO Date: 4/23/2021

Page: 1 of 2

Mail Invoice to:	Ship to:	Supplier:
Pinal County Finance Department	FACILITIES-ADMINISTRATION	DLR GROUP/WESTLAKE REED
P.O. Box 1348	121 W 22ND ST	LESKOSKY
Florence, AZ 85132	FLORENCE AZ 85132	6225 N. 24TH STREET, SUITE 250
Or		PHOENIX AZ 85016-2020
email invoice to:		Phone: -
FinanceInvoices@pinal.gov		Fax: -
		Confirming to:
Buyer: Ann Synodis, Buyer	Requested Delivery Date:	10/1/2019
Phone: 520 - 866-6008	Payment Terms:	Net 30
Email: Ann.Synodis@pinal.gov	Shipping Terms:	FOB Destination

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity Pinal County
Contract Number 172721
Contract Expiry 3/27/2021

Reference: PC Contract: ROQ 172721 Exp 3/27/20

Proposal Dated: 8/16/19

SOW: Phase 2 - On Site Representatives and Construction Management for the County Attorney Building as per attached proposal.

Department Contact: Archie Carreon 520.251.2247; archie.carreon@pinalcountyyaz.gov

PO emailed to Larry Smith lsmith@dlrgroup.com

** Includes service add dated 7/29/20 - Img 8/6/20 **
 ** Includes service add dated 10/21/20 - Img 10/23/20 **
 ** Includes service add dated 12/16/20 - ads 1/29/2021**
 ** Includes service add dated 2/9/21 - ads 2/16/2021**
 ** Includes service add dated 2/11/21 - ads 2/16/2021**
 ** Includes service add dated 4/8/21 - ads 4/21/2021**

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1		LS		Phase 2 - Construction Services	\$0.00	\$425,559.85

Total Order : \$425,559.85

NOTE :

Failure to send invoice to above address will result in delay of payment.
 Direct all payment questions to Accounts Payable at 520-866-6223.
 Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the [Purchasing Website](#) unless otherwise directed on this PO

Facilities Management Department PURCHASE REQUISITION

Requisition #	157168
PO #	241940
BPO#	
Initials:	SR

Today's Date	4/20/2021	Requested By	Archie Carreon
Materials needed no later than		Cost Center & Object Code	53330097.531990
Vendor	DLR Group	Contract #:	
Project Address	County Attorney Building	Delivery Address	

Check all that Apply:

New PO <input type="checkbox"/>	P-Card Purchase <input type="checkbox"/>	Tool Purchase <input type="checkbox"/>
Mod PO <input checked="" type="checkbox"/>	Add to Tool Inventory <input type="checkbox"/>	Photo Attached <input type="checkbox"/>

(Tools \$100 or more will be added to Inventory & include photo)

Line #	Qty	Unit of Measure	Description	Unit Cost	Brand Name	Model / Part #	Extended Amount
1		LS	Add Services				11,895.00
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
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							-
						SUB-TOTAL	\$ 11,895.00
						TAX	
						SHIPPING	\$ -
						GRAND TOTAL	\$ 11,895.00

SCOPE OF WORK/Purpose: Add services for new parking lot fence, two roller gates, reconfiguration of parking lot, new spillway and piping sleeve for the County Attorney Building Project (see attachment).

Supervisor's Initials _____ Date: ____/____/____

Director's Signature _____

Date: ____/____/____

Copy: _____ Requester

_____ Admin

April 14, 2021

Archie R. Carreon
Director
Pinal County | Facilities Management Department | Capital Projects
121 W. 22nd Street
Florence, Arizona 85132

Re: Add Services for new parking lot fence, two roller gates, reconfiguration of parking lot, new spillway, and piping sleeve. Pinal County Facilities Management Project Number 53330097.
DLR Group Project number 30-19101-00

Dear Archie,

We appreciate the opportunity to submit our proposal for revisions made to the construction documents for a new parking lot fence that begins at the proposed trash enclosure and runs down to the proposed second entrance of the private courts complex parking lot. There will be two new sliding gates to match the fencing that will be activated by card readers. Revisions to the parking lot with two new islands to accommodate car stacking at the new entrance. A new spillway and pipe sleeve will also be added at the new entrance. The additional services are as follows:

The summary of services and fees are as follows:

DLR Group:	Architectural and Engineering Services	\$6,395.00
Bowman Consulting	Engineering Services	\$3,500.00
Logan Simpson	Landscape Services	\$2,000.00

This change order for site modifications is for an additional cost of \$11,895.00 (Eleven Thousand Eight Hundred Ninety-Five dollars).

Thank you for this opportunity to be of further service and we look forward to working for Pinal County Facilities Management Department on this additional work.

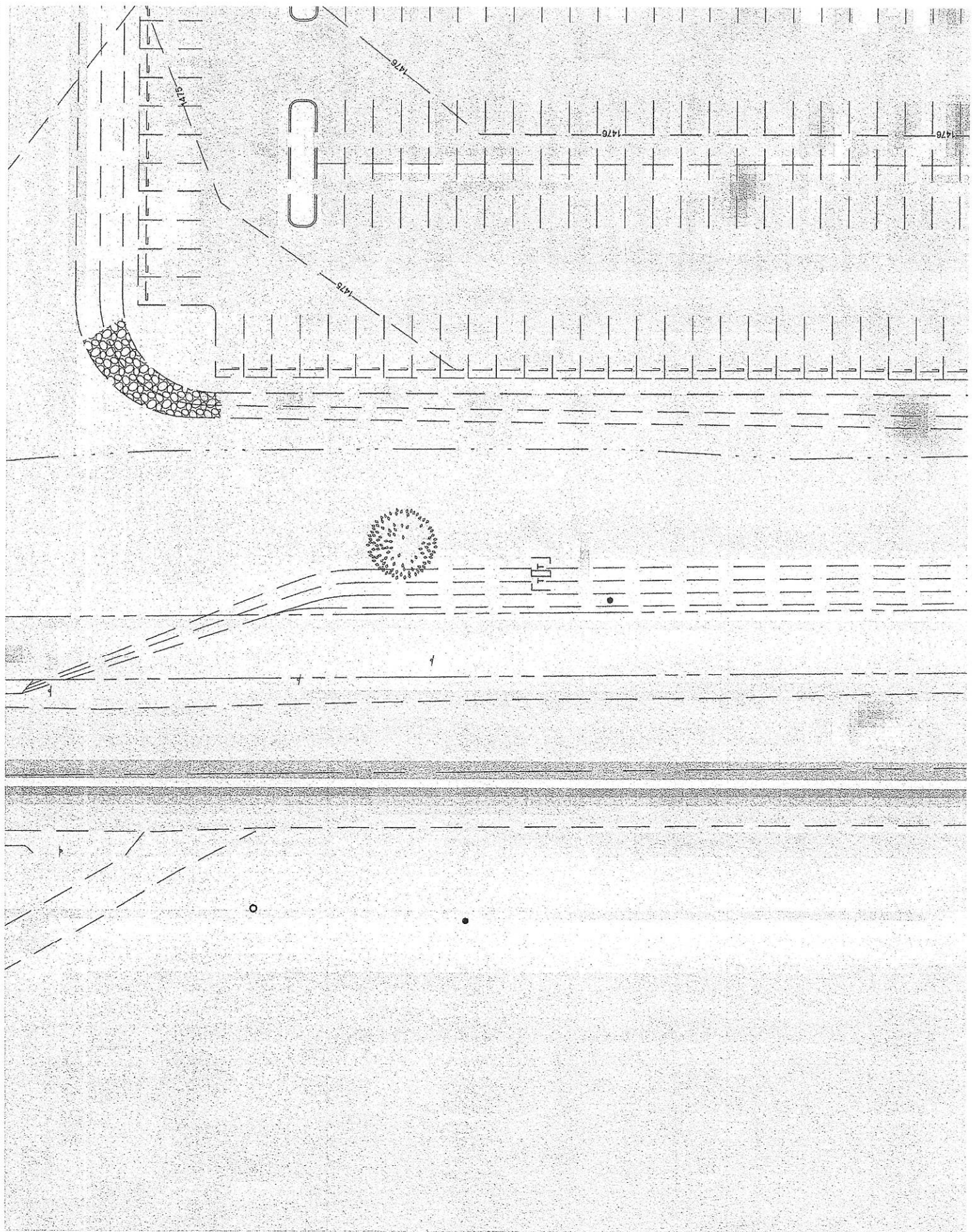
Sincerely
DLR GROUP



Larry J. Smith, AIA
Architect / Principal

Encl: Bowman Consulting Work Order, Logan Simpson Work Order, DLR Fee Schedule and sketch of proposed site modifications.

Cc: Hattie Sturgill, Larry Smith, and Jeff Landtiser



WORK ORDER

Date: April 8, 2021

Bowman Consulting Group, Ltd.

1295 W. Washington Street, Suite 108
Tempe, Arizona 85281

Phone: 480-559-8352

Email: ratherton@bowmancg.com

Project Name: Pinal County Courthouse Expansion
971 N. Jason Lopez Circle
Florence, Pinal County, Arizona

DLR Group

6225 N. 24th Street, Suite 250
Phoenix, Arizona 85016-2042

Phone: 602-381-8580

Email: lsmith@dlrgroup.com

Project #: 050598-01-001

Proposal #: 21-0327-WO

Classification: Government Municipal

SCOPE OF SERVICES AND FEES

Adjust Grading and Drainage Plan

Bowman Consulting Group, Ltd. (BCG) will adjust the Grading and Drainage plan to show Option 2 with new curbed island in the vicinity of the new driveway entrance to the highway and new curbed islands in the existing parking lot to direct traffic to the new driveway entrance. Plans will show the new perimeter fence with sliding gate at the driveway and the new concrete scupper at the highway south of the new driveway entrance to carry highway drainage into the existing drainage ditch.

FEE: Lump Sum: \$3,500.00 (Three thousand, five hundred and no/100 dollars)

The individual signing this Work Order acknowledges that he or she has received and read Bowman Consulting Group's Standard Terms and Conditions and agrees on behalf of the Client, to be bound by them. The Client agrees to reimburse BCG for BCG's expenditures in the interest of the Project at the actual cost to Bowman Consulting Group plus 15%. The individual signing this Work Order states that he or she has the authority to sign on behalf of the Client. Execution of this Work Order by an authorized representative of the Client constitutes authorization to proceed.

Agreed and accepted by:

Bowman Consulting Group, Ltd.

DLR Group

Robert Atherton, PE, RLS
Sr. Project Manager

Larry Smith

BOWMAN CONSULTING TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal and its exhibits (the "Proposal") from Bowman Consulting Group, Ltd. ("BCG") to DLR Group ("Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project"), and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal, and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between BCG and Client, and supersede any previous agreement or understanding.

1. Scope of Services. BCG will provide the services expressly described in and limited by the Proposal (the "Scope"). If in BCG's professional judgment the Scope must be expanded or revised, BCG will forward a change order agreement to Client that describes the revision to the Scope (the "Change Order") and the adjusted fee associated therewith.

2. Standard of Care. The standard of care for all services performed by BCG for Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. Client shall not rely upon the correctness or completeness of any design or document prepared by BCG unless such design or document has been properly signed and sealed by a licensed professional on behalf of BCG.

3. Payment Terms. BCG will invoice Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. BCG shall have the discretion to apply payments made by Client to an invoice or retainer account of Client in accordance with its business practices. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by BCG within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions:

(a) If any invoice is not paid in full within forty-five (45) days of the invoice date, and Client has not timely and in good faith disputed the invoice as provided below, BCG shall have the right at its election by giving notice to Client to either: (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by BCG on behalf of Client or any related Client entities, until all invoices are paid in full and BCG has received a retainer in such amount as BCG deems appropriate to be held as described below; or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 17 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. Following BCG's election above, BCG shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void with any future schedule for the performance of services requiring the approval of both Client and BCG.

(b) If Client disputes any submitted invoice, Client shall give written notice to BCG within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to BCG within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and BCG shall promptly negotiate in good faith to resolve any disputed portion of an invoice.

4. Retainer and Other Payments. BCG reserves the right to require that Client make a payment to be held by BCG as an advance against future billings (the "Retainer"). The Retainer is not intended as the regular source of payment for invoices issued to Client under this Agreement or otherwise, and the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed to BCG should Client (or any affiliate of Client) fail to timely pay invoices due BCG. The Retainer account may consist in part of payments applied by BCG pursuant to the authority granted it under Paragraph 3 above. If the Retainer is applied during the course of the Agreement, Client agrees to promptly replenish the Retainer upon request of BCG. Upon the conclusion of this Agreement, or its earlier termination, BCG shall (a) apply the Retainer to any unpaid amount owed BCG by Client (or its affiliates), and (b) return any unapplied portion to Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to BCG by Client with respect to the Project or other projects.

5. Client Duties and Responsibilities. Client shall inform BCG of any special criteria or requirements related to the Project or Scope, and shall timely and at its cost furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information and/or title reports. BCG shall bear no responsibility for errors, omissions, inaccuracy or incompleteness in third-party information or additional costs arising out of its reliance upon such third-party information supplied by Client. Client warrants and represents that: (a) Client has obtained the full and unconditioned prior written consent from

any third-party for BCG to use such third-party information; (b) such consent shall be provided to BCG upon request; and (c) such consent shall be in a form that, in BCG's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. If the Scope requires a current title report, Client shall timely and at its cost provide such title report to BCG. If the Scope includes preparation of plats to be recorded in the land records of the Project jurisdiction, Client shall timely prepare, submit, and record necessary deeds and pay all recording fees associated with deeds and plats. All off-site easements are the responsibility of Client. Client shall indemnify and hold harmless BCG from and against any and all claims, demands, losses, costs, and liabilities, including without limitation reasonable attorney fees and expenses incurred by BCG and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third-party with respect to any matter not included in the Scope or that is excluded from the responsibility of BCG pursuant to this Agreement.

6. Insurance. BCG and its employees are protected by workman's compensation, commercial general liability, automobile liability, and professional liability insurance policies. Upon request of Client, BCG shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on those coverages that permit additional insured status. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall BCG's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time BCG may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective BCG shall give notice thereof to Client.

7. Potential Liability of BCG. The following provisions shall operate with respect to any potential liability of BCG arising under the Agreement:

(a) Client may not assert that there is a breach, defect, error, omission or negligence in the services performed by BCG that Client believes creates liability on the part of BCG unless Client gave written notice to BCG not later than the first to occur of (i) the beginning of any corrective work, or (ii) thirty (30) days after Client had knowledge of the existence of the breach, defect, error, omission or negligence. BCG shall have the opportunity to participate in decisions regarding the corrective work, and Client shall ensure that corrective action is taken at the lowest reasonable expense under the circumstances.

(b) Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of BCG and BCG's officers, directors, partners, employees, agents, and consultants to Client and anyone claiming through Client, shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to BCG's comparative degree of fault) that resulted from the error, omission or negligent act of BCG in the performance of services under this Agreement.

(c) To the fullest extent permitted by law, BCG and BCG's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.

(d) Client agrees that BCG's shareholders, principals, partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of services hereunder.

8. Certificate of Merit. In addition to the requirement of notice under section 7(a) above, Client shall make no claim (whether directly or in the form of a third-party claim) against BCG unless Client shall have first provided BCG with a written certification executed by an independent professional licensed in the state in which the Project is located and licensed in the profession to which the claim relates. Such certificate shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of a professional performing professional services under similar circumstances; (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation; and (d) be provided to BCG thirty (30) days prior to the presentation of and as a precondition to any such claim, or the institution of any mediation, arbitration, judicial or other dispute resolution proceeding.

9. Conflict Resolution and Applicable Law. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by the parties and for which the amount in controversy is less than One Hundred Thousand Dollars (\$100,000.00) shall be settled by arbitration administered in Maricopa County, Arizona by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Expedited Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. For any other dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree to first submit such dispute, controversy or claim to non-binding mediation, with each party to bear its own costs of such mediation and to equally share the costs of any mediator. If such mediation does not successfully resolve all issues, then the parties agree that the state and federal courts located in Arizona shall have jurisdiction and venue over such dispute. This Agreement shall be governed and interpreted in accordance with the laws of the state in which the Project is located, without giving effect to conflicts of laws principles thereof.

10. Ownership of Documents and Other Rights of BCG.

(a) All reports, plans, specifications, computer files, field data, notes, and other documents and instruments prepared by BCG as instruments of service ("Work Product") shall remain the property of BCG up until such time as all monies due to BCG have been paid in full, at which time (i) Client may take possession of the Work Product, and (ii) BCG shall be deemed to have granted Client a fully paid, non-exclusive license to use the same solely for the Project. Subject to such license BCG shall retain all common law, statutory, and other reserved rights, including the copyright to all Work Product. If Client or a party acting on Client's behalf modifies any part of the Work Product or reuses them on a different project, Client agrees to indemnify and hold BCG harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if BCG provides Client with Work Product in an electronic or digital format ("Electronic Data"), Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data.

(b) BCG reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to BCG for BCG to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.

11. Modification. From time to time BCG may either in writing or by electronic mail submit a Change Order to Client and Client shall be deemed to have approved such Change Order if: (a) Client signs the Change Order; (b) Client signifies its consent to the Change Order by electronic mail; or (c) a representative of Client with actual or apparent authority to approve the Change Order orally approves it and BCG subsequently confirms such approval in writing or by email and begins work associated therewith without receiving written or electronic mail objection thereto. Except for Change Orders authorized by Client as provided immediately above, this Agreement may be amended, modified, or supplemented only in writing signed by all parties hereto. Any signature required or permitted hereunder may be either by hand or by electronic signature.

12. Exclusions from Scope. By way of illustration and not limitation, unless specifically included in the Scope, BCG has no obligation or responsibility for: (a) favorable or timely comment or action by any governmental entity; (b) taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services; (c) the accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface; or (d) structural design (including, but not limited, to structural design of retaining wall(s) or of special drainage structure(s)).

13. Limits of Scope.

(a) Early Bid Documents. Client agrees that if it requests submission of Work Product documents to contractors for bid purposes either prior to full completion thereof by BCG or prior to final governmental approval, the potential exists for additional design and construction costs arising from required subsequent revisions and additions to BCG design documents so as to conform to those of other design disciplines and/or governmental agencies, and any such costs shall be Client's responsibility.

(b) Estimates. Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect BCG's judgment as a design professional familiar with the construction industry, but expressly do not represent a guarantee of quantities or construction costs. Client agrees that BCG has no control over contractors as to cost, timing, or quantity matters, and further agrees that if Client desires greater accuracy as to construction costs it should engage an independent cost estimator.

(c) Construction Means and Methods. Client agrees that BCG does not control and is not responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor, or any other person or entity performing work for the Project.

(d) Shop Drawing Review. If specifically included in the Scope, BCG shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details, such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. BCG's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features.

(e) Plan and Permit Processing. If the Scope includes preparation of plans and/or plats for review and approval by public agencies, submission and processing of such plans and plats in a manner consistent with a normal course of business is included within the Scope. If Client requests BCG to either expedite the plan review process by attending meetings, hand carrying plans and documents from agency to agency, or performing similar services, or to prepare and process permit applications of any type, then, unless specifically included in the Scope, those services will be performed by BCG as hourly rate services under Section 14 below.

(f) Building Plan Coordination. If the Scope includes preparation of site plans, site grading plans, subdivision plans, or similar plans that involve coordination with building plans (including architectural, mechanical, structural, or plumbing plans) to be prepared by

others, Client shall provide such building plans to BCG by such date and in such state as BCG reasonably deems necessary to timely perform its services. If Client fails to so provide building plans to BCG, BCG may make reasonable assumptions regarding building characteristics in order to timely perform its services and any later revisions to BCG plans required to properly coordinate them with building plans will require a Change Order, subject to an additional fee.

14. Fees by Hourly Rate Schedule. If Client requests BCG to perform services not included in the Proposal or an approved Change Order (including, without limitation, attending meetings and conferences on an as-needed basis with public agencies), Client shall compensate BCG for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings or depositions, including necessary preparation time, will be charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, BCG may revise its Hourly Rate Schedule in January of each subsequent year.

15. Covenants Benefiting Third-Parties. BCG and Client acknowledge that from time to time third-parties may request BCG to execute documents which benefit that third-party. These documents may include certifications, consent of assignment, and/or waiver of certain of BCG's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at BCG's discretion, and, if BCG decides to so execute a Requested Covenant, the language, terms, and conditions of such Requested Covenant must be acceptable to BCG, at BCG's discretion.

16. Assignment. This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the forgoing, BCG may employ consultants, sub-consultants, or subcontractors as it deems necessary to perform the services described in the scope. Also, BCG may assign its right to receive payments under this Agreement.

17. Termination. Either party may terminate the provision of further services by BCG under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party, the non-breaching party may terminate the provision of further services by BCG under this Agreement by giving ten (10) days prior notice and an opportunity to cure to the reasonable satisfaction of the non-breaching party. Client acknowledges that its failure to timely pay undisputed invoices is a material breach and that full payment of all undisputed invoices is required to cure such breach. Following any termination of services: (a) Client shall immediately pay BCG for all services performed through the termination date, including reasonable costs of transitioning the Project to a new design professional designated by Client, if applicable; (b) BCG shall have the right to withhold from Client the use or possession of Work Product prepared by BCG for Client under this or any other agreement with Client, until all outstanding invoices are paid in full; (c) if the termination by BCG resulted from a material breach by Client, BCG shall have the right to withdraw any Work Product or other documents filed with any governmental agency by BCG in its name on behalf of Client; and (d) if Client selects a new design professional then, as a condition of transferring any files or documents, Client and Client's new design professional shall execute BCG's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate.

18. Miscellaneous. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect. The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and, unless that writing provides otherwise, shall waive only one instance of that condition or breach. This Agreement is solely for the benefit of the parties hereto and, to the extent provided herein, their respective affiliates, directors, officers, employees, agents and representatives, and no provision of this Agreement shall be to confer upon third-parties any remedy, claim, liability, reimbursement, cause of action, or other right. The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this Agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include," "including," or "includes" shall be deemed to be followed by the phrase "without limitation." The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of, Client, and to bind Client to all of the terms and conditions of this Agreement. To the extent that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

19. Notices. Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been deemed delivered: (a) on the day sent if delivered personally or by courier service during regular business hours (i.e., prior to 5:00 p.m. on weekdays that are not Federal holidays); (b) on the business day after the day sent if sent by overnight delivery service; or (c) two business days after the day sent if sent by certified mail or delivered by two-day delivery service.

If to Client, notice shall be addressed to the individual signing this Agreement at the address noted on the Proposal.

If to BCG, notice shall be sent to the address set forth in the proposal, with a copy sent to:

Bowman

Bowman Consulting Group, Ltd.
12355 Sunrise Valley Drive, Suite 520
Reston, Virginia 20191
Attn: Robert A. Hickey

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

Initials: BCG

/ Client



L O G A N S I M P S O N

April 9, 2021

Hans Papke, AIA NCARB
Project Architect | Senior Associate
DLR Group
6225 North 24th Street, Ste. 250
Phoenix, AZ 85016

Re: Pinal County Attorney's Office - New Entry Gate and Landscape at South Parking Lot
Proposal for Contract Modification #1 – New Entry Gate

Hans,

Logan Simpson is requesting a Contract Modification for additional services related to the addition of a vehicle entry gate at a proposed entrance at the southwest corner of the south parking lot at the Pinal County Attorney's Office. Additionally there will be a new steel fence that runs from the new entry to the trash enclosure south of the PCAO building.

The proposed Contract Modification lump sum fee of **\$2,000.00**, which includes some minor landscape and irrigation design work surrounding the new entry and gate. We understand that the intent is to have this new entry gate be sliding, roller type gates that match the look of an existing on-site gate. The gate is to have a card reader but no communication capabilities. The new fence is to be a steel picket type that runs on the east site of the drainage ditch which will replace the existing chain-link fence at that location.

Excluded from the fee are any additional coordination meetings beyond an initial meeting to discuss the scope, schedule and details of the gate amongst the team. Additional site visits are excluded as well. Please contact me if you wish to discuss this proposal or require any additional information. Your signature below indicates acceptance of the contract modification.

Respectfully,

David Case, PLA
Senior Associate Landscape Architect

Hans Papke, AIA NCARB DLR Group

Date

PINAL COUNTY FACILITIES MANAGEMENT DEPARTMENT

Additional Service Fee and Scope Schedule

Date: 04.014.2021
DLR Job # 30-19101-00
Owner Job # 53330097

Site Fence and Second Entrance Add Service Fee Proposal

DLR Group Architectural and Engineering Services

TASK HOURS	SENIOR DESIGNER	PROJECT MANAGER	PROJECT ARCHITECT	PROJECT ENGINEER	PROJECT DESIGNER	SUPPORT	TECHNICAL	CLERICAL	OTHER
	\$235.00	\$175.00	\$145.00	\$175.00	\$145.00	\$115.00	\$90.00	\$70.00	\$0.00

A.5 CONSTRUCTION DOCUMENTS

A.5.1 PROJECT ADMINISTRATION

.01	Project Meetings	4	2						
.02	Meeting minutes	3	1					2	
.03	Consultant coordination	4	4						

A.5.2 DISCIPLINES COORDINATION/DOCUMENT CHECKING

.01	Coordination between the engineering work and the work of consultant and other involved disciplines for the Project	2	2						
.02	Review and checking of documents prepared for the Project	6	4					2	

A.5.3 ARCHITECTURAL/DESIGN DOCUMENTATION

.01	Meeting requirements	2		2					
.02	Demolition Documentation	0							
.03	Construction Documentation	4		4					
.04	QC Review	2		2					
.05	Site Visit	8		8					

A.5.5 MECHANICAL DESIGN DOCUMENTATION

.01	Meeting requirements	0							
.02	Demolition Documentation	0							
.03	Construction Documentation	0							
.04	QC Review	0							
.05	Site Visit	0							

A.5.6 ELECTRICAL DESIGN DOCUMENTATION

.01	Meeting requirements	1		1					
.02	Demolition Documentation	0							
.03	Construction Documentation	5		5					
.04	QC Review	0							
.05	Site Visit	0							

A.5.7 INTERIOR DESIGN DOCUMENTATION

.01	Meeting requirements	0							
.02	Demolition Documentation	0							
.03	Construction Documentation	0							
.04	QC Review	0							
.05	FFE	0							

TOTAL HOURS THIS PHASE	41	2	13	16	6	0	0	0	0
STAFF HOURS	41								
RATE \$/HR		\$235.00	\$175.00	\$145.00	\$175.00	\$145.00	\$115.00	\$90.00	\$70.00
TOTAL FEE W/ OH/P	\$6,395	\$470	\$2,275	\$2,320	\$1,050	\$0	\$0	\$0	\$280
									\$0



Purchase Order

Pinal County Finance Department
Purchasing Division
 P.O. Box 1348
 Florence, AZ 85132

PO Number
242743
<small>This number must appear on all documents pertaining to this order.</small>
PO Date: 5/5/2020
Page: 1 of 1

Mail Invoice to:	Ship to:	Supplier:
Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132	FACILITIES-ADMINISTRATION 121 W 22ND ST FLORENCE AZ 85132	FCI CONSTRUCTORS INC PO BOX 2176 LITCHFIELD PARK AZ 85340
Or email invoice to: FinanceInvoices@pinal.gov		Phone: - Fax: -

Confirming to:

Buyer: Ann Synodis, Buyer Phone: 520 - 866-6008 Email: Ann.Synodis@pinal.gov	Requested Delivery Date: 5/5/2020 Payment Terms: Net 30 Shipping Terms: FOB Destination
--	--

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity Pinal County
Contract Number 193721 IFB
Contract Expiry

Reference: Contract 193721 BOS award on 4/8/20

Consider this your notice to proceed

This project shall commence on 5/11/2020 and be complete within 420 calendar days.

SOW: Provide construction services for Pinal County Attorney Building

Department Contact: Archie Carreon 520-251-2247; archie.carreon@pinal.gov

PO emailed to: Beth D'Orazio bdorazio@fciol.com

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1		LS		Construction Services County Attorney Building	\$0.00	\$18,449,000.00

Total Order : \$18,449,000.00

NOTE :

Failure to send invoice to above address will result in delay of payment.
 Direct all payment questions to Accounts Payable at 520-866-6223.
 Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the [Purchasing Website](#) unless otherwise directed on this PO



Purchase Requisition

Req. Number**158240****Req. Date: 4/10/2020****Page: 1 of 1**

Department Contact:	Ship to:	Supplier:
STURGILL, HATTIE L Phone: - Branch Plant: FAC-SUPPLEMENTAL CAP PROJECTS Fund Source: BOND FUNDED CAPITAL PROJECTS	FACILITIES-ADMINISTRATION 121 W 22ND ST FLORENCE AZ 85132	FCI CONSTRUCTORS INC PO BOX 2176 LITCHFIELD PARK AZ 85340

Phone: -
Fax: -**Buyer:** Ann Synodis, Buyer
Phone: 520 - 866-6008
Email: Ann.Synodis@pinal.gov**Requested Delivery Date:** 4/10/2020
Payment Terms: Net 30
Shipping Terms: FOB Destination

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity Pinal County
Contract Number 193721 IFB
Contract Expiry**Reference:** SCOPE: Designed Level 4 shell space buildout to mimic Level 2 and 3. The changes will involve the buildout of the space and will consist of 7 additional offices, 12 workstations, print area, mechanical and electrical and furniture selection.Department Contact: Archie Carreon 520-251-2247; archie.carreon@pinal.govFCI Contact: Beth D'Orazio bdorazio@fciol.com

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
2.00		LS		Change Order 1 County Attorney Building	\$0.00	\$549,310.74

Total Order: \$549,310.74

AIA Document G701™ – 2017

Change Order

PROJECT: (Name and address)
Pinal County Attorney's Office
971 Jason Lopez Circle
Florence, Arizona

CONTRACT INFORMATION:
Contract For: EV14-05
Date: 05.27.2015

CHANGE ORDER INFORMATION:
Change Order Number: 01
Date: 04.08.2021

OWNER: (Name and address)
Pinal County Facilities Management
Archie Carreon
121 W 22nd St.
Florence, Arizona 85132

ARCHITECT: (Name and address)
DLR Group
6225 North 24th St.
Phoenix, Arizona 85016, Suite 250

CONTRACTOR: (Name and address)
FCI Constructors
10922 West Glenn Dr.
Glendale, Arizona 85307

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Item #01: The designed Level 4 shell space is to be buildout to mimic Level 2 and 3. The changes will involve the buildout of the space and will consist of 7 additional offices, 12 workstations, print area, mechanical and electrical and furniture selection.

Item #02: Per directive of Pinal County Facilities Management an additional allowance of \$200,000.00 will be added to the contingency fund.

Item #03: FCI has requested an extension of of the constuction schedule from the original substantial completion date of July 4,2021 to October 31, 2021.

The original Contract Sum was	\$ 18,449,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 18,449,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 549,310.74
The new Contract Sum including this Change Order will be	\$ 18,998,310.74

The Contract Time will be increased by one hundred nineteen (119) days.

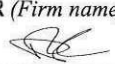
The new date of Substantial Completion will be October 31, 2021

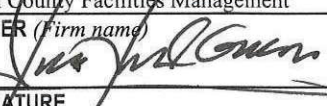
NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

DLR Group
ARCHITECT

SIGNATURE
Larry Smith, Principal
PRINTED NAME AND TITLE
04.06.2021
DATE

FCI Constructors
CONTRACTOR (Firm name)

SIGNATURE
Phil Schreiber, Project Manager
PRINTED NAME AND TITLE
4/9/2021
DATE

Pinal County Facilities Management
OWNER (Firm name)

SIGNATURE
ARCHE CARREON
PRINTED NAME AND TITLE
4/9/21
DATE



COR 001

Detailed, Grouped by Each Number (w/ PM, Arch, and Owner Approval)

Pinal County Attorney's Office Building
971 Jason Lopez Circle
Building F
Florence, AZ 85132

Project # 20-20-012
Tel: Fax:

FCI Constructors, Inc. - Phoenix

3/12/2021 PR 003 4th Floor Buildout Pending

Category	Reference	PCCO Number
----------	-----------	-------------

Change Order

Notes

Provide labor, materials and equipment to meet the requirements of PR 003 - 4th Floor Buildout.

Itemized Details:

General Description	Quote Rec'd	Proposed
Next EOIC LLC Description of Work: D Hive Door Install		\$10,525.00
Brothers Glass & Glazing, LLC Description of Work: W-13 Window		\$1,552.00
Innovative Contractor Solutions Description of Work: Insulation		\$990.00
Western Acoustics Inc Description of Work: Acoustical Ceiling		\$24,150.00
Nelson J. Greer Painting Contractors, I Description of Work: Paint		\$10,090.00
Crout & Heller Painting Services, Inc. Description of Work: Markerboard Paint		\$7,495.00
Quality Floor Covering Inc. Description of Work: Flooring		\$11,450.00
Indwell Woods, Inc. Description of Work: Millwork		\$5,907.25
Qualified Mechanical Contractors Inc. Description of Work: Mechanical		\$29,807.00
Corporate Technology Solutions, LLC Description of Work: Data/Telecom		\$25,686.53
Thomas Electrical Contractors, Inc.		\$77,708.00

This proposal includes work clearly itemized herein and attached sub-contractor quotes
Should delivery of materials effected by this change delay the work, time extension and General Conditions cost rights are reserved
The right to cumulative impact costs is reserved

This proposal is good for seven days from date of issuance

COR Report

Detailed, Grouped by Each Number (w/ PM, Arch, and Owner Approval)

Description of Work: Electrical	
Metro Fire Equipment Inc	\$5,830.00
Description of Work: Fire Sprinkler	
Dynamic Hive, Inc.	\$31,790.00
Description of Work: Glass Office Walls	
Executive West Building LLC	\$44,322.11
Description of Work: Framing/Drywall	
C & I Show Hardware & Security Syste	\$440.10
Description of Work: Door Cores	
Brothers Glass & Glazing, LLC	\$1,254.00
Description of Work: Mullion Backer Rod and Caulking	
FCI Constructors, Inc. - Phoenix	\$500.00
Description of Work: Admin	
FCI Constructors, Inc. - Phoenix	\$38,436.71
Description of Work: Tax	
FCI Constructors, Inc. - Phoenix	\$17,330.04
Description of Work: Fee	
FCI Constructors, Inc. - Phoenix	\$2,193.00
Description of Work: Insurance	
FCI Constructors, Inc. - Phoenix	\$1,708.00
Description of Work: Bond	
FCI Constructors, Inc. - Phoenix	\$146.00
Description of Work: Builder's Risk	

Requested Days: 0**Total Change: \$349,310.74****FCI PM Approval:** _____**Date:** _____**Owner Approval:** _____**Date:** _____**Architect Approval:** _____**Date:** _____

Proposal Request



DLR Group

Architecture Engineering Planning Interiors

6225 North 24th Street
Suite 250
Phoenix, AZ 85016

o: 602/381-8580
f: 602/956-8358

Received 01/30/21

Project	PINAL COUNTY ATTORNEY'S OFFICE FLORENCE, ARIZONA	Proposal Request No.:	003
Owner	PINAL COUNTY FACILITIES MANAGEMENT	Date of Issuance:	February 1 st , 2021
To Contractor	FCI CONSTRUCTORS, INC P.O. Box 2176 Litchfield Park, AZ 85340	From Architect:	DLR Group 6225 North 24 St., #250 Phoenix, AZ 85016-2020
Contract For	Combined Contract	Architect's Project No.:	30-19101-00
Description:	<p>Please submit an itemized quotation for Changes in the Contract Sum and/or time incidental to proposed modifications to the Contract Documents described herein.</p> <p>THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.</p> <p>This Proposal Request is for changes made to Level 4 shell space to accommodate the County Attorney's staff. The changes will involve the buildout of the space and will consist of 7 additional offices, 12 workstations, print area, mechanical and electrical and furniture selection. The scope of work will include architectural, electrical, mechanical and special system drawings.</p> <p><u>Architectural</u></p> <p><u>ITEM NO. 1 - CP1.4 CODE PLAN – FOURTH LEVEL</u></p> <p>a. Added offices 4112, 4113, 4114, 4115, 4116, 4117, 4315, 4316, Open Office space 4205, 4206 and East Print room 4207.</p> <p><u>ITEM NO. 2 - A1.4 FLOOR PLANS – FOURTH LEVEL</u></p> <p>a. Added offices 4112, 4113, 4114, 4115, 4116, 4117, 4314, 4315, 4316, Open Office space 4205, 4206 and East Print room 4207.</p> <p><u>ITEM NO. 3 - A3.4 CEILING PLAN – FOURTH LEVEL</u></p> <p>a. Added ceilings in offices 4112, 4113, 4114, 4115, 4116, 4117, 4314, 4315, 4316, Open Office space 4205, 4206 and East Print room 4207.</p> <p><u>ITEM NO. 4 - A9.1 DOOR SCHEDULE, DOOR AND FRAME TYPES</u></p> <p>a. Removed doors 4205A and 4205B.</p> <p><u>ITEM NO. 5 - A11.2 INTERIOR ELEVATIONS</u></p> <p>a. Added interior elevation detail 52/A11.2 for Open Office 4205</p> <p><u>ITEM NO. 6 - A12.4 SLIDING GLASS DOOR SCHEDULE AND DETAILS</u></p> <p>a. Added offices 4112, 4113, 4114, 4115, 4116, 4117, 4314, 4315, 4316, Open Office space 4205, 4206 and East Print room 4207.</p>		

ITEM NO. 7 - A13.4 FINISH FLOOR PLAN – FOURTH LEVEL

- a. Added finishes for offices 4112, 4113, 4114, 4115, 4116, 4117, 4314, 4315, 4316, Open Office space 4205, 4206 and East Print room 4207.

ITEM NO. 8 - A14.4 FURNITURE AND EQUIPMENT PLAN – FOURTH LEVEL

- a. Added furniture for offices 4112, 4113, 4114, 4115, 4116, 4117, 4314, 4315, 4316, and Open Office space 4205, 4206.

Electrical

ITEM NO. 9 - E1.4 LIGHTING PLAN – FOURTH LEVEL

- a. Added luminaires, lighting control devices and circuiting to serve offices 4112, 4113, 4114, 4115, 4116, 4117, 4314, 4315, 4316, Open Office space 4205, 4206 and East Print room 4207.

ITEM NO. 10 - E2.4 POWER PLAN – FOURTH LEVEL

- a. Added electrical devices and circuiting to serve offices 4112, 4113, 4114, 4115, 4116, 4117, 4314, 4315, 4316, Open Office space 4205, 4206 and East Print room 4207.

ITEM NO. 11 - E3.4 SPECIAL SYSTEMS PLAN – FOURTH LEVEL

- a. Added notification appliances and circuiting to serve east end of north hallway 4012, east end of south hallway 4014, Open Office space 4205 and East Print room 4207.

ITEM NO. 12 - E6.7 PANEL SCHEDULES

- a. Updated panel schedules for work identified on E1.4.

ITEM NO. 13 - E6.9 PANEL SCHEDULES

- a. Updated panel schedules for work identified on E2.4.

ITEM NO. 14 - TE1.4 TELECOMMUNICATIONS PLAN – FOURTH LEVEL

- a. Added devices and cabling to serve offices 4112, 4113, 4114, 4115, 4116, 4117, 4314, 4315, 4316, Open Office space 4206 and East Print room 4207.

Fire Protection

ITEM NO. 15 - FP1.4 FIRE PROTECTION FLOOR PLAN – FOURTH LEVEL

- a. Adjust fire protection sprinkler piping and heads to the added ceilings in the added offices 4112, 4113, 4114, 4115, 4116, 4117, 4315, 4316, Open Office space 4205, 4206 and East Print room 4207.

Mechanical

ITEM NO. 16 - M1.4 HVAC FLOOR PLAN – FOURTH LEVEL

- a. Include HVAC to the added offices 4112, 4113, 4114, 4115, 4116, 4117, 4314, 4315, 4316, Open Office space 4206 and East Print room 4207.

ITEM NO. 17 - M6.6 HVAC SCHEDULES

- a. Include added offices 4112, 4113, 4114, 4115, 4116, 4117, 4314, 4315, 4316, Open Office space 4206 and East Print room 4207 to the ventilation calculations.

Attachments: CP1.4, A1.4, A3.4, A9.1, A11.2, A12.4, A13.4, A14.4, FP1.4, M1.4, M6.6, E1.4, E2.4, E3.4, E6.7, E6.9, TE1.4

Hans Papke

ARCHITECT: DLR Group

Hans Papke
[Printed Name]



PURCHASING DIVISION REPORT

May 5, 2021

CONTRACT AMENDMENTS:

The Board is requested to approve the following contract amendments:

1. RFP 204126 – Towing Services for PCSO – Recommend approval of amendment #1 to change the Scope of Work to allow 24 business hours instead of 12 hours to report a vehicle discrepancy to the PCSO towing coordinator, with the following suppliers:

A Secure Towing LLC
Absolute Towing and Recovery, Inc.
Apache Sands Towing
Catalina Towing & Recovery
CL King Towing LLC
D&S Thompson Towing Services, LLC
Eddies Towing Inc.
Elite Towing, LLC
Ezee Towing & Impound, LLC
Hughes Towing
Johnny's Auto Repair & Towing
K & R Towing and Management, Inc
Knight Towing, LLC
Mammoth Towing & Service LLC
Phoenix Metro Towing
San Tan Valley Towing LLC
Secured Rite Towing LLC
Southwest 24 HR Towing LLC
Star Towing Services, LLC
Stay Up Towing, LLC

There is no cost to the County for these services. This contract is used by PCSO.



COOPERATIVE PURCHASING AGREEMENT PROCUREMENTS OVER \$250,000:

The Board is requested to approve the following cooperative purchases:

REQ #	AMOUNT	SUPPLIER	ITEM	DEPARTMENT
161269	\$501,418.77	ESB Modular Manufacturing	Pinal County – Coolidge Election Center	Recorder/ Facilities

COOPERATIVE PURCHASING AGREEMENT PROCUREMENTS \$100,000 - \$250,000:

The Board is hereby notified of the following cooperative purchases made:

PO#	AMOUNT	SUPPLIER	ITEM	DEPARTMENT
244910	\$141,613.18	San Tan Ford	2- 2021 Ford Mustang Coupes with PCSO Up Fitting	PCSO/ Fleet

PURCHASE ORDER CHANGES REQUIRING APPROVAL:

The Board is requested to approve the following change orders per Pinal County Procurement Code section PC1-502.

PO#	CHANGE AMOUNT	TOTAL AMOUNT	SUPPLIER	ITEM	DEPT.
241940	\$11,895.00	\$425,559.85	DLR Group/Westlake Reed	Parking-Pinal County Attorney Building Project	Facilities
243743	\$549,310.74	\$18,998,310.74	FCI Constructors, Inc.	Build out for Level 4 of Pinal County Building Project	Facilities



AGENDA ITEM

May 5, 2021 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 April 14, 2021, Special Session Meeting and April 21, 2021, Regular Meeting of the Board of Supervisors. (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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PINAL COUNTY

WIDE OPEN OPPORTUNITY

**PINAL COUNTY BOARD OF SUPERVISORS
SPECIAL SESSION
MINUTES
Wednesday, April 14, 2021
9:32 AM**

BOARD OF SUPERVISORS

Chairman Stephen Q. Miller
Supervisor, District 3

Vice-Chairman Mike Goodman
Supervisor, District 2

Kevin Cavanaugh
Supervisor, District 1

Jeffrey McClure
Supervisor, District 4

Jeff Serdy
Supervisor, 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 Special Session Agenda](#)

and a Video Recording of this meeting can be viewed at:

[Click Here to View Video Recording](#)

The Pinal County Board of Supervisors convened at 9:32 a.m. this date. The meeting was called to order by Chairman Miller.

Members Present: Chairman Stephen Q. Miller; Supervisor Kevin Cavanaugh; Supervisor Jeffrey McClure; Supervisor Jeff Serdy

Members Present Telephonically: Vice-Chairman Mike Goodman

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

- (1) **Work Session:** Presentation and discussion of the Open Space and Trails Department Fee Study and fee schedule recommendations. (Kent Taylor/Himanshu Patel)

Kent Taylor, Open Space and Trails Director, appeared before the Board, announced the telephonic appearance of Bruce Cowans, Director of MGT Consulting, and presented.

Discussion held regarding the Open Space and Trails Department fee schedule recommendation, the hardship in Dudleyville and throughout different areas of Pinal County, and potentially suspending fees.

Bruce Cowans, Director of MGT Consulting, appeared telephonically and provided additional information on the fee schedule recommendation.

Further discussion held regarding the Open Space and Trails Department fee schedule recommendation.

Jerry Stevenson, Gold Canyon Community Inc., appeared before the Board and spoke regarding Peralta Regional Park and is in favor of waving fees.

Item Action: Information Only

- (2) **Work Session:** Presentation and discussion of an overview of the ARIZONA@WORK system and the relationship between the Pinal County Board of Supervisors and the Pinal County Workforce Development Board. (Joel Millman/Himanshu Patel)

Joel Millman, Workforce Development Director, appeared before the Board and presented an overview of ARIZONA@WORK.

Liz Harris-Tuck, Chair of Pinal County Workforce Development Board, appeared before the Board and presented regarding the Pinal County Workforce Development Board.

Item Action: Information Only

- (3) **Work Session:** Presentation and discussion of the Draft Pinal County 2021 Five-Year Transportation Improvement and Maintenance Program, as developed and recommended by the Pinal County Transportation Advisory Committee on February 23, 2021. (AD20-004) (Tara Harman/Andrew Smith)

Tara Harman, Senior Transportation Planner, appeared before the Board, presented, and advised the Item will come before the Board for Action on May 26, 2021.

Item Action: Information Only

- (4) **Work Session:** Presentation and discussion of San Manuel Airport's new Master Plan and relation to the SunZia transmission line project. (AD20-005) (Jim Petty/Andrew Smith)

Jim Petty, Airport Director, appeared before the Board and presented an overview of how the Master Plan started.

Jenny Watts, Airport Development Senior Aviation Planner, Dibble Engineering, appeared before the Board, announced her associate is present in the audience Duane Dana, Airport Development Project Manager, and presented the San Manuel Airport Draft Master Plan.

Discussion held regarding the San Manuel Airport Draft Master Plan.

Item Action: Information Only

- (5) Discussion/approval/disapproval to set the county manager's salary at 10% above his current rate of pay, effective March 8, 2021. (Mary Ellen Sheppard/Stephen Q. Miller)

Mary Ellen Sheppard, Interim Deputy County Manager and Human Resources Director, appeared before the Board and presented.

Discussion held regarding setting the county manager's salary.

Item Action: Approved

Motion Made By: Supervisors Cavanaugh

Seconded By: Supervisor McClure

To approve to set the county manager's salary at 10% above his current rate of pay, effective March 8, 2021.

Motion Passed

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

- (6) Executive Session pursuant to A.R.S. 38-431.03(A)(3)(4) for legal advice and possible litigation concerning past due business personal property taxes. (Chris Keller/Kent Volkmer)

Item Action: Convened into Executive Session

Motion Made By: Supervisor Cavanaugh

Seconded By: Supervisor McClure

To convene into Executive Session.

Motion Passed

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

1:04 p.m. – Vice-Chairman Goodman and Supervisor McClure left the meeting immediately following Executive Session.

Item Action: Adjourned Executive Session

Motion Made By: Supervisor Cavanaugh

Seconded By: Supervisor Serdy

To adjourn Executive Session.

Motion Passed

Ayes: Cavanaugh, Miller, Serdy (3)

Absent: Goodman, McClure (2)

1:04 p.m. –Chairman Miller adjourned the April 14, 2021, Special Session Meeting of the Board of Supervisors.

PINAL COUNTY BOARD OF SUPERVISORS

Stephen Q. Miller, Chairman

ATTEST:

Natasha Kennedy, Clerk of the Board

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

Approval of Minutes: May 5, 2021



PINAL COUNTY

WIDE OPEN OPPORTUNITY

PINAL COUNTY BOARD OF SUPERVISORS REGULAR SESSION MINUTES

**Wednesday, April 21, 2021
9:30 AM**

BOARD OF SUPERVISORS

Chairman Stephen Q. Miller
Supervisor, District 3

Vice-Chairman Mike Goodman
Supervisor, District 2

Kevin Cavanaugh
Supervisor, District 1

Jeffrey McClure
Supervisor, District 4

Jeff Serdy
Supervisor, 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 Regular Session Agenda](#)

and a Video Recording of this meeting can be viewed at:
[Click Here to View Video Recording](#)

The Pinal County Board of Supervisors convened at 9:30 a.m. this date. The meeting was called to order by Chairman Miller, followed by an Invocation by Supervisor Cavanaugh and the pledge of allegiance by Chairman Miller.

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

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) Call to Public -

Consideration and discussion of comments from the public. Those wishing to address the Pinal County Board of Supervisors may appear in-person or submit written comments, which shall be submitted to the ClerkoftheBoard@pinal.gov by close of business (5:00 p.m.) the day prior to the meeting. Comments shall be no more than 250 words. Action taken as a result of public comment will be limited to directing staff to study the matter or rescheduling the matter for further consideration and decision at a later date.

The following members of the public appeared before the Board and spoke in opposition of United States Federal Legislation H.R. 1: Rob Hudelson, Tucson, and Luke Meyers, Coolidge.

Mike Farber, Fire Chief of Superstition Fire Medical District, appeared before the Board, presented regarding the Fire District having been left out of the distribution of Cares Act funding, and for the record the presentation will be on file in the Clerk of the Board's Office.

Chairman Miller requested staff to follow up on the Fire District Cares Act funding.

The following additional members of the public appeared before the Board and spoke in opposition of United States Federal Legislation H.R. 1: Carolee Bailey, Oracle, for the record provided three additional letter of opposition which will be on file in the Clerk of the Board's Office; Anthony Ireland, Apache Junction; Georgia Gonzales, Oracle; Paul Bailey, Oracle; Nancy Borcalli, Oracle; Paul Lapotosky, Oracle; Preston Prunty, San Manuel; Marion Ewing, Oracle; and Deborah Treacy, Oracle.

Roberto Reveles, Gold Canyon, appeared before the Board and spoke regarding election integrity and unbiased law enforcement, and requested the Board complete a performance and financial audit of both departments. Further requesting the Election Department come before the Board and speak to the public on the process.

Supervisor Cavanaugh spoke regarding saving the constitutional republic and in response to today's comments requested the Chairman draft a letter to congressional delegation to express the opposition of Pinal County citizens regarding United States Federal Legislation H.R. 1.

Supervisor Serdy spoke regarding concerns of United States Federal Legislation H.R. 1 and requested that when Cares Act funding becomes available that the county prioritize the Superstition Fire Medical District.

Chairman Miller advised letters are being drafted in response to United States Federal Legislation H.R. 1 to send out to both Senators at a later date, which will be discussed in more detail with staff going forward.

10:32 a.m. – Chairman Miller announced the Clerk of the Board’s Office had received a Public Comment by email for the record which will be on file in the Clerk of the Board’s Office, from Jane Hellekson in opposition of United States Federal Legislation H.R. 1.

Item Action: Public Comments

- (2) Presentation and discussion regarding Pinal Partnership presented by Anthony Smith, President, and CEO. (Leo Lew)

Anthony Smith, President of Pinal Partnership, appeared before the Board and presented.

Item Action: Information Only

- (3) Discussion/approval/disapproval for Peace Officers Memorial Week May 9 through May 15, 2021 and May 4, 2021 as Peace Officers Memorial Day. (Mark Lamb)

Matthew Hedrick, Deputy Chief Sheriff, appeared before the Board and read the Peace Officers Memorial Week Proclamation into the record.

Item Action: Approved

Motion Made By: Supervisor Goodman

Seconded By: Supervisor Cavanaugh

To approve Peace Officers Memorial Week May 9 through May 15, 2021 and May 4, 2021 as Peace Officers Memorial Day.

Motion Passed

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

- (4) Presentation of Certificates of Service to employees for 20, 25, 30 and 35 years. (Leo Lew)

Leo Lew, County Manager, appeared before the Board and presented Certificates for Years of Service.

Diana Montijo, Sheriff’s Office Administrative Assistant, appeared before the Board, and thanked the Board of Supervisors.

Item Action: Information Only

- (5) County Manager's Report (Information Only). (Leo Lew)

Leo Lew, County Manager, provided updates regarding Pinal Partnership and the Homebuilders Update, and the ongoing meetings with the County Attorney’s Office to meet the challenges surrounding code compliance and desert dumping.

Item Action: Information Only

(6) Purchasing Division Report - April 21, 2021 (Shonna McBride/Lori Pruitt)

Shonna McBride, Purchasing Manager, appeared before the Board and presented.

Item Action: Approved

Motion Made By: Supervisor Goodman

Seconded By: Supervisor McClure

To approve the Purchasing Division Report as presented.

Motion Passed

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

(7) **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 Miller 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, Chairman requests a motion.

Item Action: Approved Consent Agenda Items A through BZ

Motion Made By: Supervisor Goodman

Seconded By: Supervisor Cavanaugh

To approve Consent Agenda Items A through BZ.

Motion Passed

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

- * A. Discussion/approval/disapproval of Minutes from April 7, 2021, Regular Meeting of the Board of Supervisors. (Natasha Kennedy)
- * B. Discussion/approval/disapproval of the current billings before the Board. (Natasha Kennedy)
- * C. Discussion/approval/disapproval of the reappointment of the following Members at Large, to the Air Quality Control Hearing Board:
 - Michele Emig, P.O. Box 12398, Casa Grande, AZ 85130 Term: April 30, 2021, through April 29, 2024; and
 - Eugenia Slater, P.O. Box 1204, Kearny, AZ 85637 Term: January 9, 2021, through January 8, 2024 (Natasha Kennedy)
- * D. Discussion/approval/disapproval of the Tax Exemption Extension request received by the Assessor's Office for: Sandra K. Phipps, Justin Williams, Sandra M. Ellis, Donna R. Samuelson, Josefina Gonzalez, Diane Lynn Fox, and Vickie Pratt to be allowed to file for widow/widowers and/or disabled persons or non-profit organization tax exemption. (Natasha Kennedy)

- * E. Discussion/approval/disapproval to reallocate \$10,000 of excess budget capacity within cost center 2000210 (BOS Public Support) in order to contribute to the Town of Kearny for assistance with Town pool repairs. The Town is working toward having the pool be ready to open up by Memorial Day, May 31. (Kevin Cavanaugh)
- * F. Discussion/approval/disapproval of the following appointments for Precinct Committee Persons for the; Republican Party:
 - Appointments: Pct. #37: Ronald R. Brown, 2054 N. Thornton Rd. Spc. 107, Casa Grande, 85122. Supervisor District #3.
 - Appointments: Pct. #43: Jerry D. Walker, 1829 W. 14th Ave., Apache Junction, 85120; Pct. #43: Mary Ellen Walker, 1829 W. 14th Ave., Apache Junction, 85120; Pct. #45: Kevin W. Taylor, 5269 N. San Marcos Dr., Apache Junction, 85120; Pct. #45: Tyler J. McAtee, 481 W. Kaniksu St., Apache Junction, 85120; Pct. #48: Rebecca A. Miller, 10031 E. Rugged Mountain Dr., Gold Canyon, 85118. Supervisor District #5.
 - Resignations: Pct. #32: Irving Scott, 426 E. Providence, Casa Grande, 85122. Supervisor District #3.
 - Resignations: Pct. #45: Franklin V. Ferguson, Jr., 264 E. Whiteley St., Apache Junction, 85119; Pct. #45: Wanda Ferguson, 264 E. Whiteley St., Apache Junction, 85119; Pct. 48: Jerry D. Walker, 1829 W. 14th Ave., Apache Junction, 85120; Pct. #48 Mary Ellen Walker, 1829 W. 14th Ave., Apache Junction, 85120. Supervisor District #5. (Stephanie Cooper/Himanshu Patel)
- * G. Discussion/approval/disapproval of a Shared Governance Agreement between the Pinal County Board of Supervisors (Chief Elected Officials), and the Pinal County Workforce Development Board (PCWDB) to recognize shared governance responsibility and specify the relationship between these two entities as required by the Workforce Innovation and Opportunity Act of 2014. (Public Law No. 113-128) (Joel Millman/Himanshu Patel)
- * H. Discussion/approval/disapproval of the updated By-Laws for the Pinal County Workforce Development Board (PCWDB) as developed and recommended by the PCWDB and as required by Section 1(B) of the Shared Governance Agreement with the PCWDB and 20 CFR § 679.310(g) (Joel Millman/Himanshu Patel)
- * I. Discussion/approval/disapproval of Amendment #2 between the Ak-Chin Indian Community, Pinal County, and the Dudleyville Fire District. The Dudleyville Fire District was awarded funds under Proposition 202 Tribal Gaming Funds in 2019. This amendment will change the original agreement date and the project description. (Heather Patel/Lori Pruitt)
- * J. Discussion/approval/disapproval to execute funding agreement number B-20-UC-04-0503 with the U.S .Department of Housing and Urban Development for Fiscal Year 2020 Community Development Block Grant funding in the amount of \$1,839,208. Pinal County submitted their FY20 Annual Action Plan in December 2020 which outlined the projects to be completed. Projects include: San Manuel and Dudleyville Park improvements, fire hydrants in Hopi Hills, and projects within the four participating communities Eloy, Florence, Mammoth, Maricopa. (Heather Patel/Lori Pruitt)

- * K. Discussion/approval/disapproval to execute funding agreement number M20- UC040222 with the U.S .Department of Housing and Urban Development for Fiscal Year 2020 HOME Investment Partnership funding in the amount of \$620,986. Pinal County submitted their FY20 Annual Action Plan in December 2020 which outlined the projects to be completed. Projects include: owner occupied housing rehabilitation and housing development (CHDO set-aside). (Heather Patel/Lori Pruitt)
- * L. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 03307 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$700 was received by Rosa Idalia Rodriguez Murrieta. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)
- * M. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 06706 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 26, 2021, a bid for \$700 was received by David E & Annette G Ortiz. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)
- * N. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 06805 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 26, 2021, a bid for \$700 was received by David E Ortiz Jr. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)
- * O. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 03703 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$700 was received by Mario Alberto Amaya Grijalva. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)
- * P. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 03802 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 29, 2021, a bid for \$700 was received by Mario Alberto Amaya Grijalva. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)
- * Q. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 02705 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$700 was received by Juana Mercado. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)
- * R. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 02804 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$700 was received by Juana Mercado. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)
- * S. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 02903 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$700 was received by Juana Mercado. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)

- * T. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 05609 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$700 was received by Jose Ponce Landeros and Jose Ponce Ibarra. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)

- * U. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 05708 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$700 was received by Jose Ponce Landeros and Jose Ponce Ibarra. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)

- * V. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 05807 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$700 was received by Brayan Alexander Ibarra and Celestino Ibarra Diaz. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)

- * W. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 05906 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$700 was received by Brayan Alexander Ibarra and Celestino Ibarra Diaz. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)

- * X. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 04800 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$700 was received by Oscar Rodriguez Morales. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)

- * Y. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 04909 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$700 was received by Oscar Rodriguez Morales. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)

- * Z. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 05005 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$700 was received by Oscar Rodriguez Morales. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)

- * AA. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 01608 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$700 was received by Rosa and James Casady. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)

- * AB. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 01707 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$700 was received by Rosa and James Casady. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)
- * AC. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 01905 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$700 was received by Rosa and James Casady. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)
- * AD. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 02309 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$700 was received by Rosa and James Casady. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)
- * AE. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 02408 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$700 was received by Rosa and James Casady. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)
- * AF. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 04602 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$700 was received by Rosa and James Casady. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)
- * AG. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 03000 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 29, 2021, a bid for \$700 was received by R & D Investment Group LLC. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)
- * AH. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 03109 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 29, 2021, a bid for \$700 was received by R & D Investment Group LLC. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)
- * AI. Discussion/approval/disapproval of the sale of State Tax Deeded parcel 202-22-00600 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$700 was received by R & D Investment Group LLC. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)

- * AJ. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 00808 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$700 was received by R & D Investment Group LLC. Supervisor District #1.
(Pamela Villarreal/Lori Pruitt)
- * AK. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 00907 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$700 was received by R & D Investment Group LLC. Supervisor District #1.
(Pamela Villarreal/Lori Pruitt)
- * AL. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 01004 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$700 was received by R & D Investment Group LLC. Supervisor District #1.
(Pamela Villarreal/Lori Pruitt)
- * AM. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 01103 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$700 was received by R & D Investment Group LLC. Supervisor District #1.
(Pamela Villarreal/Lori Pruitt)
- * AN. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 03208 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$700 was received by R & D Investment Group LLC. Supervisor District #1.
(Pamela Villarreal/Lori Pruitt)
- * AO. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 03406 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$700 was received by R & D Investment Group LLC. Supervisor District #1.
(Pamela Villarreal/Lori Pruitt)
- * AP. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 03505 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$700 was received by R & D Investment Group LLC. Supervisor District #1.
(Pamela Villarreal/Lori Pruitt)
- * AQ. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 03604 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$700 was received by R & D Investment Group LLC. Supervisor District #1.
(Pamela Villarreal/Lori Pruitt)

- * AR. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 03901 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$700 was received by R & D Investment Group LLC. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)

- * AS. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 205-06- 13401 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 31, 2021, a bid for \$2,150 was received by Charlie Sykes P.C. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)

- * AT. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 404-18- 25706 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 29, 2021, a bid for \$2,100 was received by Paula Rae. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)

- * AU. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 404-19- 06100 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on September 10, 2020, receiving no bids at that time. On March 29, 2021, a bid for \$1,600 was received by Paula Rae. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)

- * AV. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 406-02- 39706 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on February 17, 2021. On March 10, 2021, the highest bid was for \$10,700 by Ridge Way Development LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)

- * AW. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 406-03- 19805 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on February 17, 2021. On March 10, 2021, the highest bid was for \$10,700 by Earl & Ayetta Newton. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)

- * AX. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-03- 30909 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on February 17, 2021. On March 10, 2021, the highest bid was for \$10,700 by Earl & Ayetta Newton. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)

- * AY. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 406-02- 17702 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on February 17, 2021. On March 10, 2021, the highest bid was for \$10,600 by Uptown Cottages LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)

- * AZ. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 406-02- 34202 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on February 17, 2021. On March 10, 2021, the highest bid was for \$10,100 by Uptown Cottages LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)

- * BA. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 406-02- 39300 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on February 17, 2021. On March 10, 2021, the highest bid was for \$10,100 by Uptown Cottages LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)

- * BB. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 406-02- 42106 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on February 17, 2021. On March 10, 2021, the highest bid was for \$10,100 by Uptown Cottages LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * BC. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 406-02- 44409 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on February 17, 2021. On March 10, 2021, the highest bid was for \$10,200 by Uptown Cottages LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * BD. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 406-02- 49309 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on February 17, 2021. On March 10, 2021, the highest bid was for \$10,100 by Uptown Cottages LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * BE. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 406-03- 04104 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on February 17, 2021. On March 10, 2021, the highest bid was for \$10,300 by Uptown Cottages LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * BF. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 406-03- 29002 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on February 17, 2021. On March 10, 2021, the highest bid was for \$10,600 by Uptown Cottages LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * BG. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 406-04- 16007 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on February 17, 2021. On March 10, 2021, the highest bid was for \$10,500 by Uptown Cottages LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * BH. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 406-05- 02509 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on February 17, 2021. On March 10, 2021, the highest bid was for \$10,200 by Uptown Cottages LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * BI. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 406-05- 07607 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on February 17, 2021. On March 10, 2021, the highest bid was for \$10,600 by Uptown Cottages LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * BJ. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 406-05- 10908 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on February 17, 2021. On March 10, 2021, the highest bid was for \$10,600 by Uptown Cottages LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * BK. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-03- 08202 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on February 17, 2021. On March 10, 2021, the highest bid was for \$10,600 by Uptown Cottages LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)

- * BL. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-03- 27400 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on February 17, 2021. On March 10, 2021, the highest bid was for \$10,600 by Uptown Cottages LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)

- * BM. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 511-17- 037A5 pursuant to A.R.S. 42-18302. This parcel was previously advertised for auction on October 28th, 2020, receiving no bids at that time. On April 2nd, 2021 a bid for \$2600.00 was received by City of Refuge LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)

- * BN. Discussion/approval/disapproval of transfer of ownership of vehicle #21574, a 2007 GMC Envoy SUV with asset tag #30030476 from Public Works (fund 64, cost center 3111664) to PW Flood (fund 68, cost center 3111668) for the amount of \$3,928. (AD20-006) (Jim Higginbotham/Andrew Smith)

- * BO. Discussion/approval/disapproval of Resolution No. 042121-RD20-097 accepting a revised drainage easement executed by PB Bella Vista LLC (Grantor) to Pinal County (Grantee), to correct a defect in legal description. Supervisor District #1. (RD20-097) (Joe Ortiz/Andrew Smith)

- * BP. Discussion/approval/disapproval of a Purchase Agreement in the amount of \$160,614.00 for a Drainage Easement (\$136,917); Temporary Drainage Easement (\$21,937); Temporary Construction Easement (\$1,759) from property owned by Superstition View Ranchettes, LLC., parcel numbers 104-08-047, 104-08-048, 104- 08-049. This is an acquisition for the Meridian Road Project. This property is located within Section 6, Township 2 South, Range 8 East. Supervisor District #2. (RD20-094) (Celeste Garza/Andrew Smith)

- * BQ. Discussion/approval/disapproval of a Purchase Agreement in the amount of \$3,400 for Drainage Easement (\$1,025); Slope Easement (\$2,100); and Administrative Settlement (\$275) property owned by Olaya Loya and Pabel Loya, parcel number 104-08-024. This is an acquisition for the Meridian Road Project. This property is located within Section 31, Township 1 South, Range 8 East. Supervisor District #2. (RD20-095) (Celeste Garza/Andrew Smith)

- * BR. Discussion/approval/disapproval of Intergovernmental Agreement (IGA) between the Ak-Chin Indian Community Council and Pinal County regarding the provision of building plan review and/or inspection services to the Ak-Chin Indian Community. Supervisor District #4. (Dale Garcia/Lester Chow)

- * BS. Discussion/approval/disapproval of the Pinal County Attorney's Office requests to reapply for the Arizona Automobile Theft Authority (AATA) Vertical Prosecution Program Grant for FY21/22 between AATA and the Pinal County Board of Supervisors, through the Pinal County Attorney's Office, commencing on July 1, 2021 and terminating on June 30, 2022. (Kent Volkmer)

- * BT. Discussion/approval/disapproval of the 2020/2021 End of Year Report. (Jill Broussard)

- * BU. Discussion/approval/disapproval of the GOHS application in the amount of \$12,976.89 for the purchase of one (1) Mavic Pro 2 Drone with 2 year software license to be utilized by the Pinal County Regional Task Force for Vehicle Crime and Major Collision Investigations. (Mark Lamb)
- * BV. Discussion/approval/disapproval of the High Intensity Drug Trafficking Area (HIDTA) agreement, grant number HT-21-2945, between the City of Tucson, and the County of Pinal, through the Pinal County Sheriff's Office in the amount of \$140,268. The funds will be used for Wages/ERE, Overtime and Training. The budget appropriation will be included in the 2021 – 2022 fiscal year budget. There is no impact on the General Fund. (Mark Lamb)
- * BW. Discussion/approval/disapproval for Detective William Kinnard #217 who will be retiring from Pinal County Sheriff's office, effective April 30, 2021. Detective Kinnard #217 has requested that, in compliance with established precedence and protocol, he be permitted to purchase his PCSO issued duty weapon, identified as: Glock 17 @ \$25.00. Fair market value for Glock is approximately \$420.00. Purchase of issued weapon upon retirement is also in compliance with ARS 38-1115.A which allows a law enforcement officer upon his/her retirement to purchase his/her issued weapon at a price determined by the administrator of the agency. (Mark Lamb)
- * BX. Discussion/approval/disapproval to align the FY21 Standard Probation budget award and budget modification received by the Administrative Office of the Courts for the Standard Probation Program Services. Acceptance requires an amendment to the FY20/21 budget to transfer reserve appropriation from Fund 213 (Grants/Project Contingency) to Fund 59 (Juvenile Prob/Standard Prob) to increase revenue and expenditures appropriations. There is no impact on the General Fund. (Kelly Sue Bohl/Denise Smith)
- * BY. Discussion/approval/disapproval to align the budget award and budget modification received by the Administrative Office of the Courts to provide Diversion Consequences Services. Acceptance requires an amendment to the FY20/21 budget to transfer appropriation from Fund 136 (Juv Prob/Diversion-Consequences) to Fund 213 (Grants/Project Contingency) reserve appropriations. There is no impact on the General Fund. (Kelly Sue Bohl/Denise Smith)
- * BZ. Discussion/approval/disapproval to align the FY21 Treatment budget award and budget modification received by the Administrative Office of the Court for the JPSF Treatment Program Services. Acceptance requires an amendment to the FY20/21 budget to transfer reserve appropriation from Fund 213 (Grants/Project Contingency) and Fund 60 (Juvenile Prob/Fees - Contingency) to Fund 137 (Juvenile Prob/Treatment) to increase revenue and expenditures appropriations. There is no impact on the General Fund. (Kelly Sue Bohl/Denise Smith)

10:32 a.m. – Chairman Miller announced the Clerk of the Board's Office had received a Public Comment by email, please refer back to Item #1 for the Public Comment.

- (8) Meeting of the Pinal County Flood Control District Board of Directors. (Christopher Wanamaker/Andrew Smith)

Chairman Miller recessed the Pinal County Board of Supervisors Meeting and convened as the Pinal County Flood Control District Board of Directors Meeting.

Item Action: Convened into Pinal County Flood Control District Agenda

Chairman Miller adjourned the Pinal County Flood Control District Board of Directors Meeting and reconvened the Pinal County Board of Supervisors Meeting.

(9) PLANNING AND ZONING CONSENT ITEMS:

The Board shall open a collective public hearing for the following agenda items as a group. If no request is made by a member of the public, staff member, board member or the applicant to be heard on a specific item(s), the Board shall close the public hearing as to such item(s) and vote to approve the recommendation of the Planning and Zoning Commission. If a request is made to be heard on a specific item(s), the public hearing for such item(s) shall remain open and the Board shall separately take testimony and public comment and render its decision on such item(s).

Chairman Miller asked if there were any requests from a Board Member, staff or the audience to remove any Planning and Zoning Consent Agenda Items for discussion, there being none. Chairman opened the Public Hearing for Items (9) A through (9) F, asked if any members of the public are present in the audience who wish to address the Board, to come forward at this time, there being none. Chairman closed the Public Hearing and requested a motion.

Item Action: Approved Planning and Zoning Consent Agenda Items (9) A through (9) F as recommended by the Planning and Zoning Commission.

Motion Made By: Supervisor Goodman

Seconded By: Supervisor McClure

To approve Planning and Zoning Consent Agenda Items (9) A through (9) F as recommended by the Planning and Zoning Commission.

Motion Passed

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

- A. **Public Hearing** and discussion/approval/disapproval of Ordinance No.2021-PZ-002- 20, an Ordinance approving case PZ-002-20; Lance Keator/Keator Storage, owner and Pinal Design Group LLC, agent/applicant, requesting approval of the rezoning of 13.89± acres from Manufactured Home Park (MHP) Zoning District to General Commercial(C-3) Zoning District to allow for mini storage, RV vehicle parking and related uses; situated in Section 12, Township 5 South, Range 8 East, G&SRB&M (legal on file), tax parcel 209-13-007C, located 2.11 miles east of North Arizona Boulevard, on Highway 287, on the north side of Highway 287 within proximity to the City of Coolidge. The Planning Commission recommended approval unanimously (7-0) of case PZ-002-20 with two (2) stipulations. Supervisor District #1 (Gilbert Olgin/Lester Chow).
- B. **Public Hearing** and discussion/approval/disapproval of Ordinance No.2021-PZ-PD- 002-20, an Ordinance approving case PZ-PD-002-20; Lance Keator/Keator Storage, owner and Pinal Design Group LLC, agent/applicant, requesting approval of the Keator Storage Planned Area Development (PAD) Overlay to establish development standards for a vehicle & mini-storage commercial development, on 13.89± acres; situated in Section 12, Township 5 South, Range 8 East, G&SRB&M (legal on file), tax parcel 209-13-007C, located 2.11 miles east of North Arizona Boulevard, on Highway 287, on the north side of Highway 287 within proximity to the City of Coolidge.. The Planning Commission recommended approval unanimously (7-0) of case PZ-PD-002-20 with thirteen (13) stipulations. Supervisor District #1 (Gilbert Olgin/Lester Chow).

- C. **Public Hearing** and discussion/approval/disapproval of Resolution No. 2021-PZ- PA-010-20, a Resolution approving case PZ-PA-010-20; Trekell Ranch LLC, landowner/applicant, Roy Pittullo, agent, requesting a Non-Major Comprehensive Plan Amendment to amend the Land Use Plan and re-designate 157.73± acres of land from Moderate Low Density Residential (1-3.5 du/ac) to Employment, situated in a portion of Section 33, T6S, R6E G&SRB&M, Pinal County, tax parcels 505-33- 020A, 505-33-020B, 505-33-0100, 505-33-004A (legal on file), located southwest of Union Pacific Railroad, on the east side of Trekell Road, a quarter mile south of the City of Casa Grande. The Planning Commission recommended approval unanimously (7-0) of case PZ-PA-010-20 with no stipulations. Supervisor District #3. (Sangeeta Deokar/Lester Chow).
- D. **Public Hearing** and discussion/approval/disapproval of Resolution No. 2021-PZ-PA- 011-20, an Resolution approving case PZ-PA-011-20; El Dorado Bella Vista, LLC, landowner, Greg Davis with Iplan Consulting, applicant, requesting a Non-Major Comprehensive Plan amendment to re designate 16.78± acres from Suburban Neighborhood land use designations to Community Center land use designation to allow a higher density development, a portion of the West half of the Northeast quarter of Section 15, Township 3 South, Range 8 East, G&SRB&M (legal on file) a portion of tax parcel 210-15-001B, located at the northeast corner of Schnepf Road and Toscana Loop Road in the Bella Vista Farms master plan community within San Tan Valley. The Planning Commission recommended approval unanimously (8-0) of case PZ-PA-011-20 with no stipulations. Supervisors District #5 (Gilbert Olgin/Lester Chow).
- E. **Public Hearing** and discussion/approval/disapproval of Ordinance No.2021-PZ-018- 20, an Ordinance approving case PZ-018-20; El Dorado Bella Vista, LLC, landowner, Greg Davis with Iplan Consulting, applicant, requesting approval of the rezoning of 16.78± acres from Single Residence (CR-3) Zone (16.78±) to Multiple Residential (MR) Zone to allow for development standards for a multiple dwelling residential development, a portion of the West half of the Northeast quarter of Section 15, Township 3 South, Range 8 East, G&SRB&M (legal on file) a portion of tax parcel 210-15-001B, located at the northeast corner of Schnepf Road and Toscana Loop Road in the Bella Vista Farms master plan community within San Tan Valley; The Planning Commission recommended approval unanimously (8-0) of case PZ-018-20 with one (1) stipulation. Supervisors District # 5 (Gilbert Olgin/Lester Chow).
- F. **Public Hearing** and discussion/approval/disapproval of Ordinance No.2021-PZ-PD- 018-20, an Ordinance approving case PZ-PD-018-20; El Dorado Bella Vista, LLC, landowner, Greg Davis with I-plan Consulting, requesting approval of the Bella Vista Farms MR PAD Overlay Zoning District, on 16.78± acres, to allow for development standards for a multiple dwelling residential development, a portion of the West half of the Northeast quarter of Section 15, Township 3 South, Range 8 East, G&SRB&M (legal on file) a portion of tax parcel 210-15-001B, located at the northeast corner of Schnepf Road and Toscana Loop Road in the Bella Vista Farms master plan community within San Tan Valley. The Planning Commission recommended approval unanimously (8-0) of case PZ-PD-018-20 with fifteen (15) stipulations. Supervisors, District # 5 (Gilbert Olgin/Lester Chow).

- (10) **Public Hearing** and discussion/approval/disapproval of Ordinance No. 2021-PZ-004-21, an Ordinance approving case PZ-004-21; San Manuel Holdings LLC, landowner, Carolyn Oberholtzer, Agent/Applicant, requesting approval to rezone 10± acres from CI-1 (Light Industry And Warehouse Zone--PZ-014-98) to C-3 (General Commercial Zoning District), to allow for a Medical Marijuana Dispensary Off-Site Cultivation Location; situated in a portion of Section 29, Township 09 South, Range 17 East, of the G&SRB&M (legal on file); tax parcels 307-05-020A & 307-05-029; located about a mile north of the San Manuel unincorporated area of Pinal County. The Planning Commission recommended approval unanimously (7-0) with three (3) stipulations of case PZ-004-21, Supervisor District #1. (Evan Evangelopoulos/Lester Chow)

Chairman Miller announced Agenda Items 10, 11, and 12 pertain to the same Zoning Case therefore, we will see a presentation on all three items collectively and the Board will take action on each item separately.

Evan Evangelopoulos, Planner, appeared before the Board and presented on Items 10, 11, and 12.

Andrew Yancy, Bergin, Frakes, Smalley, and Oberholtzer, PLLC on behalf of the Applicant, appeared before the Board and presented on Items 10, 11, and 12, and requested stipulation modifications for Items 11 and 12.

Discussion held regarding the Applicants requested stipulation modifications and how to proceed.

11:12 a.m. – Chairman Miller announced the Board will take a brief recess.

11:30 a.m. - Chairman Miller reconvened the Pinal County Board of Supervisors Meeting

Further discussion held regarding the Applicants requested stipulation modifications.

Chairman Miller opened the Public Hearing for Item 10, asked if any members of the public are present in the audience who wish to address the Board, to come forward at this time, there being none. Chairman closed the Public Hearing and requested a motion.

Item Action: Approved with three (3) Stipulations

Motion Made By: Supervisor Cavanaugh

Seconded By: Supervisor McClure

To approve Ordinance No. 2021-PZ-004-21, an Ordinance approving case PZ-004-21; San Manuel Holdings LLC, landowner, Carolyn Oberholtzer, Agent/Applicant. The Planning Commission recommended approval unanimously (7-0) with three (3) stipulations of case PZ-004-21.

Motion Passed

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

- (11) **Public Hearing** and discussion/approval/disapproval of Ordinance No 2021-PZ-PD-003-21, an Ordinance approving case PZ-PD-003-21; San Manuel Holdings LLC, landowner, Carolyn Oberholtzer, Agent/Applicant, requesting approval of a Planned Area Development (PAD) Overlay Zoning District of 10± acres to allow for a Medical Marijuana Dispensary Off-Site Cultivation Location; situated in a portion of Section 29, Township 09 South, Range 17 East, of the G&SRB&M (legal on file); tax parcels 307-05-020A & 307-05-029; located about a mile north of the San Manuel unincorporated area of Pinal County. The Planning Commission recommended approval unanimously (7-0) of case PZ-PD-003-21 with seven (7) stipulations, Supervisor District #1. (Evan Evangelopoulos/Lester Chow)

Chairman Miller opened the Public Hearing for Item 11, asked if any members of the public are present in the audience who wish to address the Board, to come forward at this time, there being none. Chairman closed the Public Hearing.

Steve Abraham, Planning Manager, appeared before the Board and provided direction if the Board is inclined to proceed with the Applicants requested stipulation modifications.

Item Action: Approved with seven (7) Stipulations, with the following modifications to Stipulations #2 and #3 to read as follows:

2. Any General Commercial Zoning District (C-3) uses, other than medical marijuana dispensary off-site cultivation location, shall require a new site plan submittal and approval.

3. The San Manuel Medical Marijuana Dispensary Off-Site Cultivation Location project PAD (PZ-PD-003-21) is to be developed in general conformance with the site plan/development plan (SPR-007-21) submitted in February 2021, along with the applicant's other supplementary documentation in accordance with the applicable criteria set forth in Chapters 2.191 and 2.176 of the Pinal County Development Services Code. The landscaping and 6' decorative steel wall depicted on the site plan may be phased and are not required to be completed until there is a change of use on the property triggering a new site plan.

Motion Made By: Supervisor Cavanaugh

Seconded By: Supervisor McClure

To approve Ordinance No 2021-PZ-PD-003-21, an Ordinance approving case PZ-PD-003-21; San Manuel Holdings LLC, landowner, Carolyn Oberholtzer, Agent/Applicant. The Planning Commission recommended approval unanimously (7-0) of case PZ-PD-003-21 with seven (7) stipulations, with the following modifications to Stipulations #2 and #3 to read as follows:

2. Any General Commercial Zoning District (C-3) uses, other than medical marijuana dispensary off-site cultivation location, shall require a new site plan submittal and approval.

3. The San Manuel Medical Marijuana Dispensary Off-Site Cultivation Location project PAD (PZ-PD-003-21) is to be developed in general conformance with the site plan/development plan (SPR-007-21) submitted in February 2021, along with the applicant's other supplementary documentation in accordance with the applicable criteria set forth in Chapters 2.191 and 2.176 of the Pinal County Development Services Code. The landscaping and 6' decorative steel wall depicted on the site plan may be phased and are not required to be completed until there is a change of use on the property triggering a new site plan.

Motion Passed

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

- (12) **Public Hearing** and discussion/approval/disapproval of Resolution No. 2021-SUP-002-21, a Resolution approving case SUP-002-21; San Manuel Holdings LLC, landowner, Carolyn Oberholtzer, Agent/Applicant, requesting a Special Use Permit to use 10± acres as a Medical Marijuana Dispensary Off-Site Cultivation Location; situated in a portion of Section 29, Township 09 South, Range 17 East, of the G&SRB&M (legal on file); tax parcels 307-05-020A & 307-05-029; located about a mile north of the San Manuel unincorporated area in Pinal County. The Planning Commission recommended approval unanimously (7-0) of case SUP-002-21 with six (6) stipulations. Supervisor District #1. (Evan Evangelopoulos/Lester Chow)

Chairman Miller opened the Public Hearing for Item 12, asked if any members of the public are present in the audience who wish to address the Board, to come forward at this time, there being none. Chairman closed the Public Hearing.

Steve Abraham, Planning Manager, appeared before the Board and provided direction if the Board is inclined to proceed with the Applicants requested stipulation modifications.

Item Action: Approved with six (6) Stipulations, with the following modifications to Stipulations #2 and #3 to read as follows, further noting with the deletion of Stipulation #4, said Item Final Action, Approved with five (5) Stipulations:

2. The San Manuel Medical Marijuana Dispensary Off-Site Cultivation Location project SUP (SUP-002-21) is to be developed in general conformance with the site plan/development plan (SPR-007-21) submitted in February 2021, along with the applicant's other supplementary documentation in accordance with the applicable criteria set forth in Chapters 2.191 and 2.176 of the Pinal County Development Services Code. The landscaping and 6' decorative steel wall depicted on the site plan may be phased and are not required to be completed until there is a change of use on the property triggering a new site plan approval.

3. The Special Use Permit is issued to the land for a period of one year from date of the Board of Supervisors approval; or the expiration date for a medical marijuana dispensary offsite cultivation location special use permit in effect on April 20, 2022.

4. Delete Stipulation #4.

Final Motion after all inclusions:

Motion Made By: Supervisor Cavanaugh

Seconded By: Supervisor McClure

To approve Resolution No. 2021-SUP-002-21, a Resolution approving case SUP-002-21; San Manuel Holdings LLC, landowner, Carolyn Oberholtzer, Agent/Applicant. The Planning Commission recommended approval unanimously (7-0) of case SUP-002-21 with six (6) stipulations, with the following modifications to Stipulations #2 and #3 to read as follows, further noting with the deletion of Stipulation #4, said Item Final Action, approved with five (5) Stipulations:

2. The San Manuel Medical Marijuana Dispensary Off-Site Cultivation Location project SUP (SUP-002-21) is to be developed in general conformance with the site plan/development plan (SPR-007-21) submitted in February 2021, along with the applicant's other supplementary documentation in accordance with the applicable criteria set forth in Chapters 2.191 and 2.176 of the Pinal County Development Services Code. The landscaping and 6' decorative steel wall depicted on the site plan may be phased and are not required to be completed until there is a change of use on the property triggering a new site plan approval.

3. The Special Use Permit is issued to the land for a period of one year from date of the Board of Supervisors approval; or the expiration date for a medical marijuana dispensary offsite cultivation location special use permit in effect on April 20, 2022.

4. Delete Stipulation #4.

Motion Passed

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

- (13) **Public Hearing** and discussion/approval/disapproval of Ordinance No. 2021-PZ-019-20, an Ordinance approving case PZ-019-20; Lookout Mountain Partners, LLC, landowner, United Engineering Group, applicant/engineer requesting approval of a rezone of approximately 10± acres from CR-5/PAD (Multiple Residence Zone) to R-7/PAD (Single Residence Zone) to allow for the a planned area development known as Lookout Mountain- Parcel B situated in a portions of Sections 10 T04S, R08E G&SRB&M; portion of Tax parcels 200-25-002F (legal on file) located west of Hunt Highway near the Oasis Golf Club in the San Tan Valley area. The Planning Commission recommended approval (6-1) of case PZ-019-20 with two (2) stipulations. Supervisor District #2. (Sangeeta Deokar/Lester Chow)

Chairman Miller announced Agenda Items 13 and 14 pertain to the same Zoning Case therefore, we will see a presentation on two items collectively and the Board will take action on each item separately.

Sangeeta Deokar, Planner, appeared before the Board and presented on Items 13 and 14.

Sean Hamill, United Engineering Group on behalf of the Applicant, appeared before the Board and presented.

Discussion held regarding staff's recommendation for denial.

Chairman Miller opened the Public Hearing for Item 13, asked if any members of the public are present in the audience who wish to address the Board, to come forward at this time, there being none. Chairman closed the Public Hearing.

Item Action: Approved with two (2) Stipulations

Motion Made By: Supervisor Goodman

Seconded By: Supervisor Cavanaugh

To approve Ordinance No. 2021-PZ-019-20, an Ordinance approving case PZ-019-20; Lookout Mountain Partners, LLC, landowner, United Engineering Group, applicant/engineer. The Planning Commission recommended approval (6-1) of case PZ-019-20 with two (2) stipulations.

Motion Passed

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

- (14) **Public Hearing** and discussion/approval/disapproval of Ordinance No.2021-PZ-PD-019-20, an Ordinance approving case PZ-PD-019-20; Lookout Mountain Partners, LLC, landowner, United Engineering Group, applicant/engineer requesting approval of a Planned Area Development (PAD) Overlay Zoning District on approximately 10± acres to allow for a planned area development known as Lookout Mountain-Parcel B situated in a portions of Sections 10 T04S, R08E G&SRB&M; portion of Tax parcels 200-25-002F (legal on file) located west of Hunt Highway near the Oasis Golf Club in the San Tan Valley area. The Planning Commission recommended approval (6-1) of case PZ-PD-019-20 with eighteen (18) stipulations. Supervisor District #2. (Sangeeta Deokar/Lester Chow).

Chairman Miller opened the Public Hearing for Item 14, asked if any members of the public are present in the audience who wish to address the Board, to come forward at this time, there being none. Chairman closed the Public Hearing.

Item Action: Approved with eighteen (18) Stipulations

Motion Made By: Supervisor Goodman

Seconded By: Supervisor Cavanaugh

To approve Ordinance No.2021-PZ-PD-019-20, an Ordinance approving case PZ-PD-019-20; Lookout Mountain Partners, LLC, landowner, United Engineering Group, applicant/engineer. The Planning Commission recommended approval (6-1) of case PZ-PD-019-20 with eighteen (18) stipulations.

Motion Passed

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

- (15) **Public Hearing** and discussion/approval/disapproval of Ordinance No.2021-PZ-009-20, an Ordinance approving case PZ-009-20; VP MRV P2, LLC, landowner, United Engineering Group, applicant/engineer requesting approval of a rezone of approximately 287.5± acres from CR-3/PAD (Single Residence Zone) to R-7 (Single Residence Zone) to allow for the a planned area development known as Skyline Village situated in a portion of Section 11 T03S, R08E G&SRB&M; of Tax parcel 210-11-001C (legal on file) located southwest of Skyline Drive and Quail Run Lane in the San Tan Valley area.. The Planning Commission recommended approval unanimously (8-0) of case PZ-009-20 with two (2) stipulations. Supervisor District #5 (Brian Hurskainen/Lester Chow).

Chairman Miller announced Agenda Items 15 and 16 pertain to the same Zoning Case therefore, we will see a presentation on two items collectively and the Board will take action on each item separately.

Brian Hurskainen, Planner, appeared before the Board and presented on Items 15 and 16.

Jordan Rose, Rose Law Group on behalf of the Applicant, appeared before the Board, introduced her team and advised if the Board requests she has a presentation prepared.

Chairman Miller opened the Public Hearing for Item 15, asked if any members of the public are present in the audience who wish to address the Board, to come forward at this time, there being none. Chairman closed the Public Hearing.

Item Action: Approved with two (2) Stipulations

Motion Made By: Supervisor Cavanaugh

Seconded By: Supervisor McClure

To approve Ordinance No.2021-PZ-009-20, an Ordinance approving case PZ-009-20; VP MRV P2, LLC, landowner, United Engineering Group, applicant/engineer. The Planning Commission recommended approval unanimously (8-0) of case PZ-009-20 with two (2) stipulations.

Motion Passed

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

- (16) **Public Hearing** and discussion/approval/disapproval of Ordinance No.2021-PZ-PD-009-20, an Ordinance approving case PZ-PD-009-20; A.S. 45, VP MRV P2, LLC, landowner, United Engineering Group, applicant/engineer requesting approval of a Planned Area Development (PAD) Overlay Zoning District on approximately 287.5± acres to allow for a planned area development known as Skyline Village situated in a portion of Section 11 T03S, R08E G&SRB&M; of Tax parcel 210-11-001C (legal on file) located southwest of Skyline Drive and Quail Run Lane in the San Tan Valley area. The Planning Commission recommended approval unanimously (8-0) of case PZ-PD-009-20 with twenty (20) stipulations. Supervisor District #5. (Brian Hurskainen/Lester Chow).

Chairman Miller opened the Public Hearing for Item 16, asked if any members of the public are present in the audience who wish to address the Board, to come forward at this time, there being none. Chairman closed the Public Hearing.

Item Action: Approved with twenty (20) Stipulations

Motion Made By: Supervisor Cavanaugh

Seconded By: Supervisor Serdy

To approve Ordinance No.2021-PZ-PD-009-20, an Ordinance approving case PZ-PD-009-20; A.S. 45, VP MRV P2, LLC, landowner, United Engineering Group, applicant/engineer. The Planning Commission recommended approval unanimously (8-0) of case PZ-PD-009-20 with twenty (20) stipulations.

Motion Passed

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

- (17) **Public Hearing** and discussion/approval/disapproval of Resolution No. 042121-RD20-096 ordering the abandonment and extinguishment of an easement comprising a portion of Sagebrush Street, 33 feet wide, commencing at Sunset Road and proceeding westerly on Sagebrush Street for approximately 288.22 feet, located within Section 12, Township 1 North, Range 8 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona. Supervisor District #5. (RD20-096) (Celeste Garza/Andrew Smith)

Celeste Garza, Assistant County Engineer, appeared before the Board and presented.

Chairman Miller opened the Public Hearing for Item 17, and asked if any members of the public are present in the audience who wish to address the Board, to come forward at this time.

Anthony Ireland, Apache Junction, appeared before the Board and spoke in opposition of the extinguishment of easement.

Discussion held regarding the easement and opposition.

Johny Van Nieuwkerk, Applicant, appeared before the Board and presented regarding her request to obtain ownership of the easement.

Chairman Miller closed the Public Hearing.

Celeste Garza further presented.

Steve Abraham, Planning Manager, appeared before the Board and advised that a building permit could be requested by the applicant with the current property configuration.

Item Action: Approved

Motion Made By: Supervisor Cavanaugh

Seconded By: Supervisor McClure

To approve Resolution No. 042121-RD20-096 ordering the abandonment and extinguishment of an easement comprising a portion of Sagebrush Street, 33 feet wide, commencing at Sunset Road and proceeding westerly on Sagebrush Street for approximately 288.22 feet, located within Section 12, Township 1 North, Range 8 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona. Supervisor District #5.

Motion Passed

Ayes: Cavanaugh, Goodman, McClure, Miller (4)

Nay: Serdy (1)

- (18) **Public Hearing** and discussion/approval/disapproval to adopt a substantial amendment to the Fiscal Year 2019-2023 Consolidated Plan through the U.S. Department of Housing and Urban Development to incorporate Community Development Block Grant Coronavirus round three (CDBG-CV3) funding in the amount of \$1,497,324 and Emergency Solutions Grant funding in the amount of \$156,877, and to adopt the associated Fiscal Year 2019 Annual Action Plan amendment which identifies projects for the use of CDBG-CV3 funding. CDBG-CV3 funding shall prevent, prepare for, or respond to the coronavirus. (Heather Patel/Lori Pruitt)

Heather Patel, Grants Administrator, appeared before the Board and presented.

Chairman Miller opened the Public Hearing for Item 18, asked if any members of the public are present in the audience who wish to address the Board, to come forward at this time, there being none. Chairman closed the Public Hearing.

Item Action: Approved

Motion Made By: Supervisor Cavanaugh

Seconded By: Supervisor Serdy

To approve to adopt a substantial amendment to the Fiscal Year 2019-2023 Consolidated Plan through the U.S. Department of Housing and Urban Development to incorporate Community Development Block Grant Coronavirus round three (CDBG-CV3) funding in the amount of \$1,497,324 and Emergency Solutions Grant funding in the amount of \$156,877, and to adopt the associated Fiscal Year 2019 Annual Action Plan amendment which identifies projects for the use of CDBG-CV3 funding. CDBG-CV3 funding shall prevent, prepare for, or respond to the coronavirus.

Motion Passed

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

- (19) Discussion/approval/disapproval of the revision to existing Pinal County Policy and Procedure (PCPP) 6.30 Smoking, Vaping, and Tobacco Product. (Mary Ellen Sheppard/Leo Lew)

Mary Ellen Sheppard, Interim Deputy County Manager and Human Resources Director, appeared before the Board and presented.

Item Action: Approved

Motion Made By: Supervisor Goodman

Seconded By: Supervisor McClure

To approve the revision to existing Pinal County Policy and Procedure (PCPP) 6.30 Smoking, Vaping, and Tobacco Product.

Motion Passed

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

- (20) **Work Session** Discussion Only on PZ-C-001-21: a Zoning regulations amendment in accordance with A.R.S. § 11-813(D) and PCDSC 2.165.030.A and at the request of the Pinal County Community Development Department, to Title 2 of the Pinal County Development Services Code amending Chapter 2.191: Medical marijuana dispensary, medical marijuana dispensary off-site cultivation location and medical marijuana food establishment, to consider amending the text to address recreational use, facility operational characteristics, permitted location, duration of Special Use Permit effective dates, and facility application requirements. (Steve Abraham/Lester Chow)

Steve Abraham, Planning Manager, appeared before the Board and presented.

Discussion held regarding the draft Ordinance and how the Board would like to proceed.

Greta Brandt, President of The Flower Shop and representing license holders, appeared before the Board and provided clarification as to Arizona Proposition 207 and license allocations.

Further discussion held regarding the draft Ordinance and how the Board would like to proceed.

Allen Quist, Deputy County Attorney, appeared before the Board and advised Arizona Proposition 207 has regulations in regards to off-site delivery.

Further discussion held regarding the draft Ordinance and how the Board would like to proceed.

Item Action: Information Only

- (21) Discussion and update on Pinal County redistricting process and an overview of election precincts. (Tami Ryall/Leo Lew)

Tami Ryall, Government Relations, appeared before the Board and presented.

Item Action: Information Only

- (22) Executive Session pursuant to A.R.S. 38-431.03(A)(3)(4) for legal advice regarding employee overpayment and possible litigation issue. (Chris Keller/Mary Ellen Sheppard)

Item Action: Convened into Executive Session

Motion Made By: Supervisor McClure

Seconded By: Supervisor Cavanaugh

To convene into Executive Session.

Motion Passed

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

2:41 p.m. – Supervisor Serdy left the meeting immediately following Executive Session.

Item Action: Adjourned Executive Session

Motion Made By: Supervisor McClure

Seconded By: Supervisor Goodman

To adjourn Executive Session.

Motion Passed

Ayes: Cavanaugh, Goodman, McClure, Miller (4)

Absent: Serdy (1)

2:41 p.m. –Chairman Miller adjourned the April 21, 2021, Regular Meeting of the Board of Supervisors.

PINAL COUNTY BOARD OF SUPERVISORS

Stephen Q. Miller, Chairman

ATTEST:

Natasha Kennedy, Clerk of the Board

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

Approval of Minutes: May 5, 2021



AGENDA ITEM

May 5, 2021 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 the current billings before the Board. (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
4/29/2021 10:10 AM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Check Register](#)

Housing Authority of Pinal County

Check Register

7

Pinal County Housing Authority

Bank Account: 7 01 1111.12 0 - VOUCHER

All Check Numbers

Check Dates from 3/30/2021 through 3/30/2021

Check Number	Check Type	Check Amount	Status	Check Date	Vendor Name
00054189	Check	\$858.00	Open	03/30/2021	THE ACE MULLIGAN COMPANY LLC

Total # of checks listed: 1

Total amount of all checks: \$858.00

Total Open: 1

Total Cleared: 0

Total Reconciled: 0

Total Void: 0

Housing Authority of Pinal County

Check Register

1

Pinal County Division of Housing

Bank Account: 1 01 1111.12 0 - CONVENTIONAL

All Check Numbers

Check Dates from 4/7/2021

Check Number	Check Type	Check Amount	Status	Check Date	Vendor Name
00024077	Check	\$143,790.71	Open	04/07/2021	PINAL CO FINANCE

Total # of checks listed: 1

Total amount of all checks: \$143,790.71

Total Open: 1

Total Cleared: 0

Total Reconciled: 0

Total Void: 0

Housing Authority of Pinal County

Check Register

1

Pinal County Division of Housing

Bank Account: 1 01 1111.12 0 - CONVENTIONAL

All Check Numbers

Check Dates from 4/8/2021

Check Number	Check Type	Check Amount	Status	Check Date	Vendor Name
00024078	Check	\$8.54	Open	04/08/2021	ARIZONA PUBLIC SERVICE
00024079	Check	\$210.00	Open	04/08/2021	AZ BEST CHOICE PEST & TERMITE
00024080	Check	\$35.97	Open	04/08/2021	AZ WATER CO
00024081	Check	\$19.39	Open	04/08/2021	CINTAS
00024082	Check	\$55.25	Open	04/08/2021	CITY OF CASA GRANDE
00024083	Check	\$788.67	Open	04/08/2021	CITY OF ELOY
00024084	Check	\$109.40	Open	04/08/2021	MARICOPA DOMESTIC WATER IMPROV
00024085	Check	\$21,179.77	Open	04/08/2021	PINAL CO TREASURER
00024086	Check	\$48.78	Open	04/08/2021	PREMIER DOCUMENT SHREDDING,INC
00024087	Check	\$3,372.00	Open	04/08/2021	REGIONAL FIRE-RESCUE
00024088	Check	\$932.40	Open	04/08/2021	REPUBLIC SERVICES #753
00024089	Check	\$400.00	Open	04/08/2021	RIGHT AWAY DISPOSAL
00024090	Check	\$102.88	Open	04/08/2021	SRP
00024091	Check	\$63.62	Open	04/08/2021	SELECT SECURITY SYSTEMS, INC
00024092	Check	\$459.90	Open	04/08/2021	SMCFD

Total # of checks listed: 15

Total amount of all checks: \$27,786.57

Total Open: 15

Total Cleared: 0

Total Reconciled: 0

Total Void: 0

Housing Authority of Pinal County

Check Register

7

Pinal County Housing Authority

Bank Account: 7 01 1111.12 0 - VOUCHER

All Check Numbers

Check Dates from 4/8/2021

Check Number	Check Type	Check Amount	Status	Check Date	Vendor Name
00054434	Check	\$616.00	Open	04/08/2021	ARIZONA EMPIRE LLC
00054435	Check	\$129.00	Open	04/08/2021	CENTER PARK APARTMENTS, LLC
00054436	Check	\$16.38	Open	04/08/2021	CINTAS
00054437	Check	\$210.00	Open	04/08/2021	JORDAN TECKA T
00054438	Check	\$12,912.02	Open	04/08/2021	PINAL CO TREASURER
00054439	Check	\$41.22	Open	04/08/2021	PREMIER DOCUMENT SHREDDING, INC
00054440	Check	\$53.76	Open	04/08/2021	SELECT SECURITY SYSTEMS, INC

Total # of checks listed: 7

Total amount of all checks: \$13,978.38

Total Open: 7

Total Cleared: 0

Total Reconciled: 0

Total Void: 0

Housing Authority of Pinal County

Check Register

8

ROSS GRANT PROGRAM II

Bank Account: 8 01 1111.11 0 - ROSS SERVICE COORDINATOR PROGRAM II

All Check Numbers

Check Dates from 4/8/2021

Check Number	Check Type	Check Amount	Status	Check Date	Vendor Name
00080813	Check	\$4,390.99	Open	04/08/2021	PINAL CO TREASURER

Total # of checks listed: 1

Total amount of all checks: \$4,390.99

Total Open: 1

Total Cleared: 0

Total Reconciled: 0

Total Void: 0

Housing Authority of Pinal County

Check Register

3

Santa Cruz Village

Bank Account: 3 14 1121.12 0 - SANTA CRUZ VILLAGE - SCV

All Check Numbers

Check Dates from 4/8/2021

Check Number	Check Type	Check Amount	Status	Check Date	Vendor Name
00003417	Check	\$1,276.12	Open	04/08/2021	CITY OF ELOY
00003418	Check	\$360.00	Open	04/08/2021	LifeStation - ECS
00003419	Check	\$115.97	Open	04/08/2021	PINAL CO TREASURER
00003420	Check	\$728.50	Open	04/08/2021	PINAL GILA COUNCIL

Total # of checks listed: 4

Total amount of all checks: \$2,480.59

Total Open: 4

Total Cleared: 0

Total Reconciled: 0

Total Void: 0

Housing Authority of Pinal County

Check Register

1

Pinal County Division of Housing

Bank Account: 1 01 1111.12 0 - CONVENTIONAL

All Check Numbers

Check Dates from 4/22/2021

Check Number	Check Type	Check Amount	Status	Check Date	Vendor Name
00024102	Check	\$1,479.72	Open	04/22/2021	ADECCO EMPLOYMENT SERVICES
00024103	Check	\$211.99	Open	04/22/2021	ARIZONA PUBLIC SERVICE
00024104	Check	\$210.00	Open	04/22/2021	AZ BEST CHOICE PEST & TERMITE
00024105	Check	\$37.26	Open	04/22/2021	Apache Junction Water District
00024106	Check	\$85.00	Open	04/22/2021	GECKO HEATING & A/C INC
00024107	Check	\$236.50	Open	04/22/2021	HD SUPPLY FACILITIES MAINT
00024108	Check	\$33.52	Open	04/22/2021	MARICOPA DOMESTIC WATER IMPROV
00024109	Check	\$23,664.78	Open	04/22/2021	PINAL CO TREASURER
00024110	Check	\$7.38	Open	04/22/2021	SRP
00024111	Check	\$100.00	Open	04/22/2021	TESTAMERCIA LABORATORIES, INC
00024112	Check	\$189.00	Open	04/22/2021	SHARON RUSSELL

Total # of checks listed: 11

Total amount of all checks: \$26,255.15

Total Open: 11

Total Cleared: 0

Total Reconciled: 0

Total Void: 0

Housing Authority of Pinal County

Check Register

7

Pinal County Housing Authority

Bank Account: 7 01 1111.12 0 - VOUCHER

All Check Numbers

Check Dates from 4/22/2021

Check Number	Check Type	Check Amount	Status	Check Date	Vendor Name
00054449	Check	\$56.60	Open	04/22/2021	CASA GRANDE VALLEY NEWSPAPERS
00054450	Check	\$774.00	Open	04/22/2021	CENTER PARK APTS
00054451	Check	\$599.00	Open	04/22/2021	COOLIDGE 98 LLC
00054452	Check	\$13,626.92	Open	04/22/2021	PINAL CO TREASURER
00054453	Check	\$574.00	Open	04/22/2021	ZONA MULTIFAMILY LLC

Total # of checks listed: 5

Total amount of all checks: \$15,630.52

Total Open: 5

Total Cleared: 0

Total Reconciled: 0

Total Void: 0

Housing Authority of Pinal County

Check Register

8

ROSS GRANT PROGRAM II

Bank Account: 8 01 1111.11 0 - ROSS SERVICE COORDINATOR PROGRAM II

All Check Numbers

Check Dates from 4/22/2021

Check Number	Check Type	Check Amount	Status	Check Date	Vendor Name
00080816	Check	\$1,080.15	Open	04/22/2021	DELL MARKETING L.P.
00080817	Check	\$2,746.97	Open	04/22/2021	PINAL CO TREASURER

Total # of checks listed: 2

Total amount of all checks: \$3,827.12

Total Open: 2

Total Cleared: 0

Total Reconciled: 0

Total Void: 0

Housing Authority of Pinal County

Check Register

3

Santa Cruz Village

Bank Account: 3 14 1121.12 0 - SANTA CRUZ VILLAGE - SCV

All Check Numbers

Check Dates from 4/22/2021

Check Number	Check Type	Check Amount	Status	Check Date	Vendor Name
00003422	Check	\$335.02	Open	04/22/2021	ARIZONA PUBLIC SERVICE
00003423	Check	\$30.13	Open	04/22/2021	PINAL CO TREASURER
00003424	Check	\$409.50	Open	04/22/2021	SOUTHWEST GAS CORP.
00003425	Check	\$27.00	Open	04/22/2021	BERTON ROCK

Total # of checks listed: 4

Total amount of all checks: \$801.65

Total Open: 4

Total Cleared: 0

Total Reconciled: 0

Total Void: 0

Housing Authority of Pinal County

Check Register

1

Pinal County Division of Housing

Bank Account: 1 01 1111.12 0 - CONVENTIONAL

All Check Numbers

Check Dates from 4/29/2021 through 4/29/2021

Check Number	Check Type	Check Amount	Status	Check Date	Vendor Name
00024113	Check	\$717.44	Open	04/29/2021	ADECCO EMPLOYMENT SERVICES
00024114	Check	\$315.00	Open	04/29/2021	AZ BEST CHOICE PEST & TERMITE
00024115	Check	\$49.95	Open	04/29/2021	AZ WATER CO
00024116	Check	\$55.21	Open	04/29/2021	CENTRAL AZ SUPPLY
00024117	Check	\$56.68	Open	04/29/2021	CITY OF ELOY
00024118	Check	\$186.70	Open	04/29/2021	Electrical District #3
00024119	Check	\$53.81	Open	04/29/2021	HD SUPPLY FACILITIES MAINT
00024120	Check	\$150.00	Open	04/29/2021	MANKEL MECHANICAL LLC
00024121	Check	\$7.37	Open	04/29/2021	SRP

Total # of checks listed: 9

Total amount of all checks: \$1,592.16

Total Open: 9

Total Cleared: 0

Total Reconciled: 0

Total Void: 0

Housing Authority of Pinal County

Check Register

7

Pinal County Housing Authority

Bank Account: 7 01 1111.12 0 - VOUCHER

All Check Numbers

Check Dates from 4/29/2021 through 4/29/2021

Check Number	Check Type	Check Amount	Status	Check Date	Vendor Name
00054454	Check	\$654.00	Open	04/29/2021	COURTYARD APARTMENTS
00054455	Check	\$21.00	Open	04/29/2021	Electrical District #3
00054456	Check	\$677.00	Open	04/29/2021	JOSEPH EARL JENKINS

Total # of checks listed: 3

Total amount of all checks: \$1,352.00

Total Open: 3

Total Cleared: 0

Total Reconciled: 0

Total Void: 0

Housing Authority of Pinal County

Check Register

3

Santa Cruz Village

Bank Account: 3 14 1121.12 0 - SANTA CRUZ VILLAGE - SCV

All Check Numbers

Check Dates from 4/29/2021 through 4/29/2021

Check Number	Check Type	Check Amount	Status	Check Date	Vendor Name
00003426	Check	\$149.53	Open	04/29/2021	CENTURY LINK

Total # of checks listed: 1

Total amount of all checks: \$149.53

Total Open: 1

Total Cleared: 0

Total Reconciled: 0

Total Void: 0



AGENDA ITEM

May 5, 2021 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 Supervisor Goodman's reappointment of Daren Schnepf, 1298 E. Geona Court, San Tan Valley, AZ, 85140 to the Planning & Zoning Commission. Mr. Schnepf's Term of Service will be April 24, 2021, through April 23, 2025. Supervisor District #2. (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
4/30/2021 9:26 AM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Certificate of Reappointment- Schnepf](#)

PINAL COUNTY BOARD OF SUPERVISORS

CERTIFICATE OF APPOINTMENT

TO

DAREN SCHNEPF

Is hereby Reappointed, serving since December 20, 2020, on the
Planning and Zoning Commission
Term: April 24, 2021 through April 23, 2025
District 2

This appointment has been made in accordance with the provisions of A.R.S. §11-802 Arizona Revised Statutes.

Approved this 5th day of May, 2021 by the Pinal County Board of Supervisors.
This appointment recommended by Supervisor Mike Goodman.



Mike Goodman
District 2, Supervisor



AGENDA ITEM

May 5, 2021 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 Supervisor Goodman's appointment of Horace Buchanan Davis, 1214 W. Love Rd., San Tan Valley, AZ, 85143 to the Planning & Zoning Commission. Mr. Davis's Term of Service will be May 5, 2021, through May 4, 2025. Supervisor District #2. (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	Who	Approval
Time		
4/30/2021 10:36 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Certificate of Appointment- Davis](#)

PINAL COUNTY BOARD OF SUPERVISORS

CERTIFICATE OF APPOINTMENT

TO

HORACE BUCHANAN DAVIS

Is hereby Appointed to the
Planning and Zoning Commission
Term: May 5, 2021 through May 4, 2025
District 2

This appointment has been made in accordance with the provisions of A.R.S. §11-802 Arizona Revised Statutes.

Approved this 5th day of May, 2021 by the Pinal County Board of Supervisors.

This appointment recommended by Supervisor Mike Goodman.



Mike Goodman
District 2, Supervisor



AGENDA ITEM

May 5, 2021 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 the Tax Exemption Extension request received by the Assessor's Office for: Elvira Vega, Patrick James McEnnerney, Dolores Mosebrook, Michael Wasowicz, Bobby Fraizer, Desert Thrift Shop Inc., Petra Carlisle, Analiza Centino, Evangelina K. Aragon, Ronald Jackson, Beatriz Ramos, Linda Stangl, Debra Farmer, Nanette Knight, Willie G. Hall, Linda E. Mintken, Lawrence R. Formella, Michael Kerry Fuller, Michael C. Bailey and Rosarios Padilla Gaston to be allowed to file for widow/widowers and/or disabled persons or non-profit organization tax exemption. (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:

History	Who	Approval
Time		

ATTACHMENTS:

[Click to download](#)

No Attachments Available



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Econ/Workforce Dev

Director: Himanshu Patel

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of the recertification of the Pinal County Workforce Development Board. The Workforce Innovation and Opportunity Act (WIOA) requires local workforce boards to be certified every two years. On behalf of the Governor, the Workforce Arizona Council (state workforce board) is the certifying entity. The last step in the recertification process is ensuring the Department of Economic Security (WIOA state grantee) has on file documentation of support from a local area's Chief Elected Official. Per state recertification policy, local workforce boards need to obtain signatures of support from the Local Chief Elected Official and local workforce board Chair. (Joel Millman/Himanshu Patel)

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

N/A

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

Local workforce board certification is required to be compliant with the terms of the WIOA grant .

MOTION:

The Pinal County Board of Supervisors is asked to approve the recertification of the Pinal County Workforce Development Board and provide the required supporting documentation.

History	Who	Approval
Time		
4/20/2021 3:22 PM	County Attorney	Yes
4/20/2021 4:05 PM	Grants/Hearings	Yes
4/21/2021 10:05 AM	Budget Office	Yes
4/21/2021 10:12 AM	County Manager	Yes
4/30/2021 9:01 AM	Clerk of the Board	Yes

ATTACHMENTS:
Click to download
<input type="checkbox"/> Recertification Signature Page
<input type="checkbox"/> DES Recommended Approval Email

Signature Page

By signing below, the Pinal County Board of Supervisors (PCBOS) and Pinal County Workforce Development Board (PCWDB) Chair request local workforce development board recertification. We certify that the PCBOS and PCWDB appointed members as described in WIOA Section 107(a), (b), and (c), performed successfully and sustained fiscal integrity during PYs 2020-21, and developed and implemented strategies to improve and continuously strengthen the ARIZONA@WORK system in accordance with WIOA.

Instructions The LWDB chairperson and local CEO must sign and date this form. Electronic signatures will be accepted.

**Pinal County Workforce Development Board
Chair**


Signature

Liz Harris Tuck

Name

Chair

Title

April 15, 2021

Date

**Pinal County Board of
Supervisors Chair**

Signature

Name

Title

Date



Joel Millman <joel.millman@pinal.gov>

Re: Bd Recert Status

1 message

Rachael Tashbook <rtashbook@azdes.gov>

Mon, Mar 29, 2021 at 8:16 AM

To: Joel Millman <joel.millman@pinal.gov>

Cc: Stacey Faulkner <staceyfaulkner@azdes.gov>, Ashley Wilhelm <ashley.wilhelm@oeo.az.gov>, Kolu Wilson <kolu.wilson@oeo.az.gov>, Liz Harris Tuck <liztuck8@gmail.com>

Good morning,

Thank you for submitting clarification and modification to the recertification package for DES to review. At this point, we are looking forward to recommending the Pinal LWDB for recertification to the Council on May 25th.

Please let me know if you have any further questions!

Thank you,

Rachael Tashbook

--

Rachael Tashbook

Workforce Innovation and Opportunity Act Project Specialist

Arizona Department of Economic Security | Division of Employment and Rehabilitation Services

4000 N. Central | Phoenix, AZ | 85012

Phone: 480.466.4140 | Email: RTashbook@azdes.gov

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On Tue, Mar 23, 2021 at 10:38 PM Joel Millman <joel.millman@pinal.gov> wrote:

Rachael/Stacey,

Can you please provide an updated status regarding the Pinal County Workforce Development Board's recertification status?

We have submitted all requested documentation and if there are any questions we want time to resolve them so as not to miss the earliest WAC meeting deadlines for full recertification.

Thanks.

Joel

--

Joel Millman

Director

Workforce Development

Pinal County Economic and Workforce Development Department

(D): (520) 866-8088

(C): (520) 840-0729

Joel.Millman@pinal.gov

ARIZONAatWORK/Pinal.com

--

Rachael Tashbook

Workforce Innovation and Opportunity Act Project Specialist

Arizona Department of Economic Security | Division of Employment and Rehabilitation Services

4000 N. Central | Phoenix, AZ | 85012

Phone: 480.466.4140 | Email: RTashbook@azdes.gov



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AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: N/A

Dept. #: N/A

Dept. Name: Elections

Director: Stephanie Cooper

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of the following appointments and resignations for Precinct Committee Persons for the Republican Party:

- Appointments: Pct. #25: Jeffrey L. Block, 9198 N. Hwy. 79, Florence, 85132. Supervisor District #1.
- Appointments: Pct.#75: Gwendolyn Elaine Cunningham, 754 E. Marigold Pl., San Tan Valley, 85143; Pct #95: Jeanette D. Malloque, 5756 W. Rock Ct., Queen Creek, 85142. Supervisor District #2.
- Resignations: Pct. #75: Dawn Bachmann, 1040 E. Crimm Road, San Tan Valley, 85143; Pct #75: Wayne Bachmann, 1040 E. Crimm Road, San Tan Valley, 85143. Supervisor District #2.
- Appointments: Pct. #15, Sharon L. Walker, 38453 S. Apache View Dr., Tucson, 85739. Supervisor District #4. (Stephanie Cooper/Himanshu Patel)

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

None.

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

None.

MOTION:

Approve as presented.

History

Time

4/26/2021 12:40 PM

4/27/2021 8:28 AM

Who

County Attorney

Budget Office

Approval

Yes

Yes

4/27/2021 8:38 AM

County Manager

Yes

4/27/2021 8:40 AM

Clerk of the Board

Yes

ATTACHMENTS:

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☐ [Precinct Committee Person Appointments 5-5-2021](#)



Precinct Committee Persons Appointments/Resignations

BOS meeting of 5-5-2021

Republican Appointments

Precinct #	First Name	Last Name	Address	City	Zip Code
Supervisor #1					
25	Jeffrey L.	Block	9198 N. Hwy. 79	Florence	85132
Supervisor #2					
75	Gwendolyn Elaine	Cunningham	754 E. Marigold Pl.	San Tan Valley	85143
95	Jeanette D.	Malloque	5756 W. Rock Ct.	Queen Creek	85142
Supervisor #4					
15	Sharon L.	Walker	38453 S. Apache View Dr.	Tucson	85739

Republican Resignations

Precinct #	First Name	Last Name	Address	City	Zip Code
Supervisor #2					
75	Dawn	Bachmann	1040 E. Crimm Rd	San Tan Valley	85143
75	Wayne	Bachmann	1040 E. Crimm Rd	San Tan Valley	85143



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Housing

Director: Rolanda Cephas

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of the Public Housing Authority (PHA) certifications of compliance with the Annual Agency Plan 2021-2022 and a Board Resolution 050521-PHA to accompany the Plan submittal to the United States Department of Housing and Urban Development (HUD) Office of Public and Indian Housing. (Rolanda Cephas/Himanshu Patel)

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

Approval allows our ability to receive HUD grant funding for Public Housing Capital Improvements.

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

Positive impact, in compliance with HUD requirements. Communicates to the public our Housing Agency's activity plan and any changes to policies and procedures

MOTION:

Approve as presented.

History		
Time	Who	Approval
4/27/2021 8:35 AM	County Attorney	Yes
4/27/2021 8:37 AM	County Manager	Yes
4/27/2021 8:47 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

- ☐ [Annual Agency Plan 2021-2022](#)
- ☐ [Resolution PHA Annual Agency Plan 2021-2022](#)



PINAL COUNTY HOUSING AUTHORITY
ANNUAL AGENCY PLAN
2021- 2022

Rolanda Cephas, Director

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Streamlined Annual PHA Plan (Small PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 02/29/2016
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-SM is to be completed annually by **Small PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, HCV-Only PHA, or Qualified PHA do not need to submit this form.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, and that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A. PHA Information.					
A.1	PHA Name: PINAL COUNTY HOUSING AUTHORITY PHA Code: AZ010 PHA Type: <input checked="" type="checkbox"/> Small <input type="checkbox"/> High Performer PHA Plan for Fiscal Year Beginning: (MM/YYYY): 07/2021 PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units <u>139</u> Number of Housing Choice Vouchers (HCVs) <u>599</u> Total Combined <u>738</u> PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission				
	Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.				
	Pinal County Housing Authority 970 N. Eleven Mile Corner Road, Casa Grande, Arizona 85194 http://pinalcountyaz.gov/departments/housing/pages/Home.aspx				
	<input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)				
	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program
					PH
					HCV
	Lead PHA:				

B.	Annual Plan Elements Submitted with 5-Year PHA Plans. Required elements for all PHAs completing this document in years in which the 5-Year Plan is also due. This section does not need to be completed for years when a PHA is not submitting its 5-Year Plan. See Section C for required elements in all other years (Years 1-4).					
B.1	Revision of PHA Plan Elements. (a) Have the following PHA Plan elements been revised by the PHA since its last Five-Year PHA Plan submission? Y N <input checked="" type="checkbox"/> <input type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs. <input type="checkbox"/> <input checked="" type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. <input checked="" type="checkbox"/> <input type="checkbox"/> Financial Resources. <input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination. <input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs. <input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation. <input type="checkbox"/> <input checked="" type="checkbox"/> Significant Amendment/Modification (b) The PHA must submit its Deconcentration Policy for Field Office Review. (c) If the PHA answered yes for any element, describe the revisions for each element below:					
B.2	New Activities. (a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N <input type="checkbox"/> <input type="checkbox"/> Hope VI or Choice Neighborhoods. <input type="checkbox"/> <input type="checkbox"/> Mixed Finance Modernization or Development. <input type="checkbox"/> <input type="checkbox"/> Demolition and/or Disposition. <input type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Tenant Based Assistance. <input type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Project-Based Assistance under RAD. <input type="checkbox"/> <input type="checkbox"/> Project Based Vouchers. <input type="checkbox"/> <input type="checkbox"/> Units with Approved Vacancies for Modernization. <input type="checkbox"/> <input type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). (b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan.					
B.3	Progress Report. Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan.					

C.	Annual Plan Elements Submitted All Other Years (Years 1-4). Required elements for all other fiscal years. This section does not need to be completed in years when a PHA is submitting its 5-Year PHA Plan.
C.1.	<p>New Activities</p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Hope VI or Choice Neighborhoods.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Mixed Finance Modernization or Development.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Demolition and/or Disposition.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Tenant-Based Assistance.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Project Based Vouchers.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).</p> <p>(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process.</p> <p>(c) If using Project-Based Vouchers, provide the projected number of project-based units, general locations, and describe how project-basing would be consistent with the PHA Plan.</p> <p>(d) The PHA must submit its Deconcentration Policy for Field Office Review. C.1 (d) Deconcentration Policy Attached</p>
C.2	<p>Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan</p> <p><u>Form 50077-SM</u>, <i>Certification of Compliance with PHA Plans and Related Regulations</i>, including Item 5 must be submitted by the PHA as an electronic attachment to the PHA Plan. Item 5 requires certification on whether plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public.</p>
D	Other Document or Certification Requirements for Annual Plan Submissions. Required in all submission years.
D.1	<p>Civil Rights Certification.</p> <p><u>Form 50077-SM-HP</u>, <i>Certification of Compliance with PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan. D.1 Civil Rights Certification Attached</p>
D.2	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the PHA Plan?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
D.3	<p>Certification by State or Local Officials.</p> <p><u>Form HUD 50077-SL</u>, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan. D.3 Certification by State or Local official Attached.</p>
E	<p>Statement of Capital Improvements. Required in all years for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).</p> <p>E. Statement of Capital Improvement Attached. E. Statement of Financial Resources Attached.</p>
E.1	<p>Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD. See HUD form 50075.2 approved by HUD on September 1, 2020.</p>

Instructions for Preparation of Form HUD-50075-SM

Annual Plan for Small and High Performing PHAs

A. PHA Information. All PHAs must complete this section.

A.1 Include the full PHA Name, PHA Code, PHA Type, PHA Fiscal Year Beginning (MM/YYYY), PHA Inventory, Number of Public Housing Units and or Housing Choice Vouchers (HCVs), PHA Plan Submission Type, and the Availability of Information, specific location(s) of all information relevant to the public hearing and proposed PHA Plan. ([24 CFR §903.23\(4\)\(e\)](#))

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. ([24 CFR §943.128\(a\)](#))

B. Annual Plan. PHAs must complete this section during years where the 5-Year Plan is also due. ([24 CFR §903.12](#))

B.1 Revision of PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.”

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA’s strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. For years in which the PHA’s 5-Year PHA Plan is also due, this information must be included only to the extent it pertains to the housing needs of families that are on the PHA’s public housing and Section 8 tenant-based assistance waiting lists. [24 CFR §903.7\(a\)\(1\)](#) and [24 CFR §903.12\(b\)](#). Provide a description of the PHA’s strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. For years in which the PHA’s 5-Year PHA Plan is also due, this information must be included only to the extent it pertains to the housing needs of families that are on the PHA’s public housing and Section 8 tenant-based assistance waiting lists. [24 CFR §903.7\(a\)\(2\)\(ii\)](#) and [24 CFR §903.12\(b\)](#).

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection and Admissions.** Describe the PHA’s admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA’s policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to [24 CFR §903.2\(b\)\(2\)](#) for developments not subject to deconcentration of poverty and income mixing requirements. [24 CFR §903.7\(b\)](#) Describe the PHA’s procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists. [24 CFR §903.7\(b\)](#) A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. ([24 CFR §903.7\(b\)](#)) Describe the unit assignment policies for public housing. [24 CFR §903.7\(b\)](#)

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA’s anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. ([24 CFR §903.7\(c\)](#))

☐ **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. ([24 CFR §903.7\(d\)](#))

☐ **Homeownership Programs.** A description of any homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. For years in which the PHA’s 5-Year PHA Plan is also due, this information must be included only to the extent that the PHA participates in homeownership programs under section 8(y) of the 1937 Act. ([24 CFR §903.7\(k\)](#)) and [24 CFR §903.12\(b\)](#).

☐ **Substantial Deviation.** PHA must provide its criteria for determining a “substantial deviation” to its 5-Year Plan. ([24 CFR §903.7\(r\)\(2\)\(i\)](#))

☐ **Significant Amendment/Modification.** PHA must provide its criteria for determining a “Significant Amendment or Modification” to its 5-Year and Annual Plan. Should the PHA fail to define ‘significant amendment/modification’, HUD will consider the following to be ‘significant amendments or modifications’: a) changes to rent or admissions policies or organization of the waiting list; b) additions of non-emergency public housing CFP work items (items not included in the current CFP Annual Statement or CFP 5-Year Action Plan); or c) any change with regard to demolition or disposition, designation, homeownership programs or conversion activities. See guidance on HUD’s website at: [Notice PIH 1999-51](#). ([24 CFR §903.7\(r\)\(2\)\(ii\)](#))

If any boxes are marked “yes”, describe the revision(s) to those element(s) in the space provided.

PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see [24 CFR 903.2](#). ([24 CFR §903.23\(b\)](#))

B.2 New Activities. If the PHA intends to undertake any new activities related to these elements or discretionary policies in the current Fiscal Year, mark “yes” for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark “no.”

☐ **Hope VI or Choice Neighborhoods.** 1) A description of any housing (including project name, number (if known) and unit count) for which the PHA will apply for HOPE VI; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>. (Notice PIH 2010-30)

☐ **Mixed Finance Modernization or Development.** 1) A description of any housing (including name, project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>. (Notice PIH 2010-30)

☐ **Demolition and/or Disposition.** Describe any public housing projects owned by the PHA and subject to ACCs (including name, project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm. (24 CFR §903.7(h))

☐ **Conversion of Public Housing.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>. (24 CFR §903.7(j))

☐ **Project-Based Vouchers.** Describe any plans to use HCVs for new project-based vouchers. (24 CFR §983.57(b)(1)) If using project-based vouchers, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.

☐ **Other Capital Grant Programs** (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

B.3 Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.7(r)(1))

C. Annual Plan. PHAs must complete this section during years where the 5-Year Plan is not due. (24 CFR §903.12)

C.1 New Activities. If the PHA intends to undertake any new activities related to these elements in the current Fiscal Year, mark "yes" for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark "no."

☐ **Hope VI or Choice Neighborhoods.** 1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Choice Neighborhoods; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI or Choice Neighborhoods is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>. (Notice PIH 2010-30)

☐ **Mixed Finance Modernization or Development.** 1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>. (Notice PIH 2010-30)

☐ **Demolition and/or Disposition.** Describe any public housing projects owned by the PHA and subject to ACCs (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm. (24 CFR §903.7(h))

☐ **Conversion of Public Housing.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>. (24 CFR §903.7(j))

☐ **Conversion of Public Housing.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA plans to voluntarily convert to project-based assistance under RAD. See additional guidance on HUD's website at: [Notice PIH 2012-32](http://www.hud.gov/offices/pih/centers/sac/conversion.cfm)

☐ **Project-Based Vouchers.** Describe any plans to use HCVs for new project-based vouchers. (24 CFR §983.57(b)(1)) If using project-based vouchers, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.

☐ **Units with Approved Vacancies for Modernization.** The PHA must include a statement related to units with approved vacancies that are undergoing modernization in accordance with 24 CFR §990.145(a)(1).

☐ **Other Capital Grant Programs** (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

C.2 Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing form HUD-50077 SM-HP.

D. Annual Plan. PHAs must complete this section in all years.

- D.1 Civil Rights Certification.** Form HUD-50077 SM-HP, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. ([24 CFR §903.7\(o\)](#))
- D.2 Resident Advisory Board (RAB) comments.** If the RAB provided comments to the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. ([24 CFR §903.13\(c\)](#), [24 CFR §903.19](#))
- D.3 Certification by State or Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. ([24 CFR §903.15](#))

E. Statement of Capital Improvements. PHAs that receive funding from the Capital Fund Program (CFP) must complete this section. ([24 CFR 903.7 \(g\)](#))

- E.1 Capital Improvements.** In order to comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan. PHAs can reference the form by including the following language in Section C. 8.0 of the PHA Plan Template: "See HUD Form 50075.2 approved by HUD on XX/XX/XXXX."

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 16.64 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

PINAL COUNTY HOUSING AUTHORITY PHA PLAN

Attachment B. 1

STATEMENT OF HOUSING NEEDS

Pinal County Housing Authority (PCHA) owns and manage 139 public housing units scattered throughout Pinal County. The PHA housing stock consist of 9 one-bedroom units, 49 two-bedroom units, 67 three-bedroom units, and 14 four-bedroom units. With 3,619 families on the public housing waiting list, there is a great need for Pinal to increase its supply of affordable housing units throughout the County.

The PCHA's Public Housing Waiting list indicates that greatest needs for this housing program is extremely low-income elderly families. 77 % of the applicants on the public housing waiting list are among the extremely low-income and 69 % of these applicants are elderly families with the greatest need for one-, two-, and three-bedroom units.

With 958 applicants on the public housing waiting list for one bedroom unit and only nine one bedroom in PCHA's entire housing, stock, this further substantiates the need for small size affordable housing units in Pinal County.

The PCHA is allotted 584 Section 8 HCV vouchers and 15 VASH vouchers. Currently 464 HCV in use and are fully utilizing 100% of the funding available. Additionally, we have all 15 of the VASH vouchers in use.

Pinal County's combined waiting list data indicates that the greatest housing needs in Pinal County for new development projects, the PCHA will include one, two, and three-bedroom units that are affordable to extremely low-income families with children. Through these efforts, PCHA will increase the number of affordable housing units throughout Pinal County and present mixed finance developments as a viable option for extremely low-income families seeking housing.

Housing Needs of Families on PCHA's Public Housing Waiting List

	# of Families	% of Total Families
Waiting list total	6110	
Income Level		
Extremely low income (<=30% AMI)	2574	75%
Very low income (>30% but <= 50% AMI)	191	2%
Low income (>50% but <= 80% AMI)	64	1%
High (>80% AMI)	577	17%
Family Type		
Families with children	2404	68%
Elderly Families	378	11%
Families with Disabilities	764	22%
Race		
White/Hispanic	1144	26%
White/Non/Hispanic	1924	43%
Black Non/Hispanic	691	16%
American Indian/Alaska Native	400	9%
Asian/Pacific Islander	44	1%
Mixed/other	219	5%
Bedroom Size		
1 BR	1051	17%
2 BR	2338	38%
3 BR	2268	37%
4 BR	453	8%

Housing Needs of Families on PCHA's Section 8 HCV Waiting List

	# of Families	% of Total Families
Waiting list total	429	
Income Level		
Extremely low income ($\leq 30\%$ AMI)	405	94%
Very low income ($>30\%$ but $\leq 50\%$ AMI)	2	1%
Low income ($>50\%$ but $\leq 80\%$ AMI)	22	5%
Family Type		
Families with children	278	61%
Elderly Families	63	14%
Families with Disabilities	116	25%
Race		
White/Hispanic	131	24%
White/Non/Hispanic	249	45%
Black Non/Hispanic	110	19%
American Indian/Alaska Native	50	9%
Asian/Pacific Islander	3	1%
Mixed/other	9	2%

PINAL COUNTY HOUSING AUTHORITY PHA PLAN

Attachment B. 1

RENT DETERMINATION

Determination of Total Tenant Payment and Tenant Rent ACOP, Section 13.0

13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

13.1. Family Choice of Rent (§960.253)

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the income method or having their rent set at the flat rent amount.

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
- B. Any changes to the Flat Rent amounts due to HUD-published Fair Market Rents (FMR) will be effective on the annual anniversary date for each affected family.
- C. Families who opt for the flat rent will be required to undergo an annual review of family composition.
- D. Families who opt for the flat rent may request to have a reexamination and switch to the income-based method at any time for any of the following reasons, however they can only switch to the flat rent at their annual recertification:

1. The family's income has decreased.11.3. Maximum Subsidy
2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

Upon submission of family's request for switch, PCHA will review the family situation and determine whether or not a financial hardship exists. If it is determined that a financial hardship exists, PCHA will immediately allow the switch to income-based rent.

E. Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, PCHA will provide them with the following information whenever they have to make rent decisions:

1. PCHA's policies on switching types of rent in case of a financial hardship; and
2. The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, PCHA will provide the amount of income-based rent for the subsequent year only the year PCHA conducts an income reexamination or if the family specifically requests it and submits updated income information.

3. There is no utility allowance for families who choose the flat rent.

13.2. The Income Method

The total tenant payment is equal to the highest of:

- A. 10% of the family's monthly income; or
- B. 30% of the family's adjusted monthly income; or
- C. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage; or
- D. The minimum rent amount.

*** When calculating income for a wage earner who works less than 12 months per year (example is a school employment where the person is off during the summer), calculate the TTP both ways, then give the head of household the choice. The head of household MUST initial agreeing to the rent calculation method chosen.

13.3. Minimum Rent and Hardship Exemption (24CFR §5.630)

HUD allows the minimum rent to be set between \$0 and \$50.00. PCHA minimum rent is \$50.00.

If the family requests a hardship exemption, however, PCHA will suspend the minimum rent beginning the month following the family's request until PCHA can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

A. A hardship exists in the following circumstances:

1. When the family has lost eligibility for, or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
2. When the family would be evicted because it is unable to pay the minimum rent;
3. When the income of the family has decreased because of changed circumstances, including loss of employment; and
4. When a death has occurred in the family.

- B. No hardship. If PCHA determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If PCHA reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the tenant portion of the rent will not be imposed for a period of 90 calendar days from the beginning of the suspension of the minimum rent. At the end of the 90-day period, the tenant portion of the rent will be imposed retroactively to the time of suspension. PCHA will offer a repayment agreement in accordance with Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period, PCHA will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
- D. Long-term hardship. If PCHA determines there is a long-term hardship, the family will be exempt from the tenant portion of the rent requirement until the hardship no longer exists.
- E. Appeals. The family may use the grievance procedure to appeal PCHA's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

13.4. The Flat Rent (ACOP Section 15.3, §960.253)

PCHA has set a flat rent for each Public Housing unit. The flat rent is determined annually, based on the market rental value of the unit using one of the following three options:

- A. Option One: PCHA will establish a flat rent for each Public Housing unit that is no less than 80 percent of the applicable Fair Market Rent (FMR) as determined under 24 CFR part 888, subpart A;
- B. Option Two: No less than 80 percent of an applicable small area FMR (SAFMR) or unadjusted rent, if applicable, as determined by HUD, or any successor determination, that more accurately reflects local market conditions and is based on an applicable market area that is geographically smaller than the applicable market area used in the first paragraph of this section. If HUD has not determined an applicable SAFMR or unadjusted rent, PCHA will rely on the applicable FMR under the first option or may apply for an exception flat rent under the third option. No other smaller geographical FMRs will be allowed by HUD;
- C. Option Three: PCHA may request, and HUD may approve, on a case-by-case basis, a flat rent that is lower than the amounts in Options One or Two of this section, subject to the following requirements:
 - 1. PCHA must submit a market analysis of the applicable market.
 - 2. PCHA must demonstrate, based on the market analysis, that the proposed flat rent is a reasonable rent in comparison to rent for other comparable unassisted units, based on the location, quality, size, unit type, and age of the Public Housing unit and any amenities, housing services, maintenance, and utilities to be provided by the PHA in accordance with the lease.
 - 3. All requests for exception flat rents under this option must be submitted to HUD.

PCHA will not implement Option Three prior to receiving HUD's written approval. (A new market analysis and a new HUD written approval is required every year.)

The option chosen to establish the required flat rent will be the sole decision of PCHA.

PCHA will determine flat rents in accordance with Option One.

Annually, no later than 90 days after issuance of new FMRs or SAFMRs by HUD, PCHA will compare the current flat rent amount to the applicable FMR and SAFMR/unadjusted rent. If the flat rent is at least 80 percent of the lower of the FMR or SAFMR/unadjusted rent, PCHA is in compliance with the law, and no further steps are necessary. If the flat rent is less than 80 percent of the lower of the FMR and SAFMR, PCHA will adjust the flat rents at no less than 80 percent of the lower of the FMR or SAFMR/unadjusted rent, subject to the utilities adjustment required for tenant-paid utilities, or PCHA may request an exception flat rent pursuant to Option Three, as described above. Revised flat rents will become effective for all families admitted after the flat rent is changed or at the lease renewal for an existing resident. (See HUD's definition of "unadjusted rent" as relates to Flat Rent requirements).

- D. As for flat rent phase-ins, previous regulations in PIH Notice 2014-12 and the subsequent FAQ's, HUD provided flexibility to PHAs to phase in all flat rent increases over a three-year period, including those increases that were 35 percent or less.

However, the FY 2015 Appropriations Act provides PCHA additional flexibility to establish flat rents at lower amounts, thereby eliminating the need for the three-year phase-in of flat rent increases that are 35 percent or less. Therefore, the only

flat rent increases that will be phased-in are those where a family's rent will increase by more than 35 percent.

Agencies that began phase-ins for families with rent increases at 35 percent or less last year shall follow the actions outlined below at the family's next annual rent option:

1. On a case-by-case basis, at the family's next annual rent option, compare the updated flat rent amount applicable to the unit to the rent that was being paid by the family immediately prior to the annual rent option;
 - a. If the updated flat rent amount would not increase a family's rental payment by more than 35 percent, the family may choose to pay either the updated flat rent amount or the previously calculated income-based rent;
 - b. If the agency determines that the updated flat rent amount would increase a household's rental payment by more than 35 percent, the family may choose to pay the phased-in flat rent amount resulting from the flat rent impact analysis or the previously calculated income-based rent.

Affected families will be given a 30-day notice of any rent change. Adjustments are applied at the end of the annual lease (for more information on flat rents, see Section 15.3).

Flat rents are incorporated in this policy as set by HUD Final Rules, Notices and regulatory requirement.

PCHA will post the flat rents at the administrative office.

Flat rent families will receive a utility allowance based on the current utility schedule. (See Section 15.3)

13.5. Rent for Families under the Non-Citizen Rule §5.500, 5.514, 5.516, 5.518, 5.520, PIH 2016-05

A mixed family will receive full continuation of assistance if all of the following conditions are met:

- A. The family was receiving assistance on June 19, 1995;
- B. The family was granted continuation of assistance before November 29, 1996;
- C. The family's head, spouse, co-head has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, spouse, co-head of the head of household, any parent of the head, spouse, co-head, or any child (under the age of 18) of the head, spouse, co-head.

The family's assistance is prorated in the following manner:

- A. Step 1. Determine the total tenant payment in accordance with 24 CFR §5.628. (Annual income includes income of all family members, including any family member who has not established eligible immigration status.)
- B. Step 2. Family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family.
- C. Step 3. Subtract the total tenant payment from the family maximum rent. The result is the maximum subsidy for which the family could qualify if all members were eligible (“family maximum subsidy”).
- D. Step 4. Divide the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status (“eligible family member”). The subsidy per eligible family member is the “member maximum subsidy.”
- E. Step 5. Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status (“eligible family members”). The product of this calculation is the “eligible subsidy.”
- F. Step 6. The mixed family TTP is the maximum rent minus the amount of the eligible subsidy.
- G. Step 7. Subtract any applicable utility allowance from the mixed family TTP. The result of this calculation is the mixed family tenant rent.

When the mixed family's TTP is greater than the maximum rent, the PCHA will use the TTP as the mixed family TTP.

PINAL COUNTY HOUSING AUTHORITY PHA PLAN

Attachment B. 1

SUBSTANTIAL DEVIATION

In accordance with 24 CFR §903.7(r)(2) which requires public housing authorities to identify the basic criteria the agency will use to determine a substantial deviation from its 5-Year Plan and significant amendments or modification to the 5-Year Plan and Annual Plan, the following definitions are offered:

Substantial Deviation:

Substantial Deviations is defined as a change that will negatively impact a majority of Section 8, Public Housing participants, or waiting list applicants, except when the change is determined to be necessary in order to comply with regulatory requirements, respond to funding constraints, or respond to a federally, state or locally declared emergency.

Substantial Deviations is defined as discretionary changes in the plans or policies of the housing authority that fundamentally change the mission, goals, objectives, or plans of the agency and which require formal approval of the Board of Supervisors.

PINAL COUNTY HOUSING AUTHORITY PHA PLAN

Attachment B. 1

SIGNIFICANT AMENDMENT/MODIFICATION

In accordance with 24 CFR §903.7(r)(2) which requires public housing authorities to identify the basic criteria the agency will use to determine a substantial deviation from its 5-Year Plan and significant amendments or modification to the 5-Year Plan and Annual Plan, the following definitions are offered:

Significant Amendment/Modification:

Significant Amendment/Modification is defined as a change that will negatively impact a majority of Section 8, Public Housing participants, or waiting list applicants, except when the change is determined to be necessary in order to comply with regulatory requirements, respond to funding constraints, or respond to a federally, state or locally declared emergency.

Significant Amendment/Modification is defined as discretionary changes in the plans or policies of the housing authority that fundamentally change the mission, goals, objectives, or plans of the agency and which require formal approval of the Board of Supervisors.

PINAL COUNTY HOUSING AUTHORITY PHA PLAN

Attachment B. 3

PROGRESS REPORT

Pinal County Housing Authority (PCHA) provides and maintains temporary safe, decent, and sanitary standardized housing for qualified low-income people; to assist individuals in becoming independent by giving opportunities for education, training, counseling and support; and to help residents remain independent and maintain their personal dignity for as long as possible.

On February 8, 2018 the U.S. Department of Housing and Urban Development's (Department) Special Applications Center (SAC) approved Pinal County Housing Authority's application for the disposition of 6.18 acres of land improved and 15 dwelling buildings containing 30 dwelling units at Pinal, AZ010000001, (known as Stanfield).

The Stanfield development was sold via public auction for the amount of \$315,000, which will be which will go back into the public housing funds which can be used for improvements to the other public housing units or toward the development or purchase of additional affordable housing units.

PCHA has maintained a High-Performance designation for three year on the Section Eight Management Assessment Program (SEMAP). PCHA will continue to monitor and track SEMAP indicators in order to maintain its High-Performance designation.

PCHA has also obtained a designation status of Standard Performer on the Public Housing Assessment System (PHAS) for the fiscal year ending 6/30/2019. PCHA has shown major improvements over the past two years with the improvement in the physical condition of the PCHA's public housing units. PCHA will continue to track and monitor the PHAS indicators in order to achieve High Performing designation with the Public Housing Program.

PHAS FISCAL YEAR	SCORE	DESIGNATION STATUS
2015	66	Capital Fund Troubled
2016	59	Troubled
2017	64	Substandard Management
2018	74	Small PHA Deregulation
2019	89	Standard Performer

The Resident Opportunity Self-Sufficiency program (ROSS) has 52 active public housing residents enrolled in the program. The ROSS program assisted five participants to achieve their GED, and three participants to enroll in higher education, and two participants enroll in adult literacy and learned to read. ROSS had two participants to complete the home buyer's workshop and purchased their 1st homes. The ROSS program received donations for Thanksgiving and delivered 86 meals to public housing residents, and 32 Christmas trees to ROSS participants. The ROSS program partnered with Turning Point Beauty School who provided 15 free haircuts to public housing residents.

Pinal County Housing Authority entered into an intergovernmental agreement with Tucson Housing Authority, which extended 10 portable HUD Veterans Affairs Supportive Housing (VASH) vouchers to Pinal County Housing Authority to administer through portability. Pinal has successfully leased all 10 of the VASH vouchers. February 1, 2020 Pinal was awarded 15 VASH vouchers of our own in addition to the 10 portable vouchers from Tucson.

PINAL COUNTY HOUSING AUTHORITY PHA PLAN

Attachment C. 1

MIXED FINANCE MODERNIZATION OR DEVELOPMENT

There is a great need for additional affordable housing units in Pinal County. In addition to the large population of elderly, disabled, handicapped families in need of affordable housing, there is also a great need for senior housing.

Pinal County Housing Authority (PCHA) plans to explore mixed finance options through HUD funding as well as private and other public funding resources to repositioning the PHAs public housing stock into modern affordable thriving developments that are competitive in the market place as well as to improve the physical condition of the development and surrounding communities.

PINAL COUNTY HOUSING AUTHORITY PHA PLAN

Attachment C. 1

DEMOLITION AND/OR DISPOSITION (SCATTERED SITES)

Pinal County Housing Authority (PCHA) is looking into our current housing stock mainly the scattered site single family dwelling units located in Apache Junction, Casa Grande, and Coolidge to determine if these units are obsolete as to physical condition and may pose a financial burden to the PHA for modifications.

PINAL COUNTY HOUSING AUTHORITY PHA PLAN

Attachment C. 1

CONVERSION OF PUBLIC HOUSING TO TENANT BASED ASSISTANCE

There is a great need for additional affordable housing units in Pinal County. In addition to the large population of elderly, disabled, handicapped families in need of affordable housing, there is also a great need for senior housing.

Pinal County Housing Authority (PCHA) plans to explore voluntary conversion of public housing units to tenant-based vouchers, where it is economically beneficial and will increase housing opportunities. PCHA may seek additional funding authority in the voucher program to increase project-based opportunities for elderly, disabled, and handicapped families. PCHA also explore Low-Income Housing Tax Credit (LIHTC) and other resources to facilitate a voluntary conversion

PINAL COUNTY HOUSING AUTHORITY PHA PLAN

Attachment C. 1

PROJECT BASED VOUCHER (PBV)

There is a great need for additional affordable housing units in Pinal County. In addition to the large population of elderly, disabled, handicapped families in need of affordable housing, there is also a great need for senior housing.

Pinal County Housing Authority (PCHA) plans to explore the development of additional housing options through Project Based Vouchers that will provide additional affordable housing units, as well as partnerships with developers and/or other affordable housing providers.

PINAL COUNTY HOUSING AUTHORITY PHA PLAN

Attachment C.1

UNITS WITH APPROVED VACANCIES FOR MODERNIZATION

Pinal County Housing Authority is currently undergoing the modernization of three (3) vacant HUD approved public housing units to comply with the HUD Section 504 Rehabilitation Act of 1973. The PCHA's current transition plan is to modernize three (3) units per year. The PCHA will submit a request to HUD to rehab three (3) additional public housing units as they become vacant

PINAL COUNTY HOUSING AUTHORITY PHA PLAN

Attachment C. 1

DECONCENTRATION POLICY

The PCHA will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement.

The PCHA is not subject to the deconcentration requirements according to 24 CFR 903. Nevertheless, the PCHA will affirmatively market its housing to all eligible income groups.

Certification of Compliance with PHA Plans and Related Regulations (Small PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 02/29/2016

PHA Certifications of Compliance with the PHA Plans and Related Regulations including Civil Rights and PHA Plan Elements that Have Changed

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year and/or X Annual PHA Plan for the PHA fiscal year beginning 2021 , hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA certifies that the following policies, programs, and plan components have been revised since submission of its last Annual PHA Plan (check all policies, programs, and components that have been changed):
 - 903.7a Housing Needs
 - 903.7b Deconcentration and Other Policies Governing Eligibility, Selection, Occupancy, and Admissions Policies
 - 903.7c Financial Resources
 - 903.7d Rent Determination Policies
 - 903.7h Demolition and Disposition
 - 903.7k Homeownership Programs
 - 903.7r Additional Information
 - A. Progress in meeting 5-year mission and goals
 - B. Criteria for substantial deviation and significant amendments
 - C. Other information requested by HUD
 - 1. Resident Advisory Board consultation process
 - 2. Membership of Resident Advisory Board
 - 3. Resident membership on PHA governing board

The PHA provides assurance as part of this certification that:

- (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
 6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
 7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
 8. For a PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);

- The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting lists would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
 10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
 11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
 12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
 13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
 14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
 15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
 16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
 17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
 18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
 19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
 20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
 21. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Pinal County Housing Department

AZ010

PHA Name

PHA Number/HA Code

X Annual PHA Plan for Fiscal Year 2021

5 Year PHA Plan for Fiscal Years 20 20

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Stephen Q Miller

Chairman, Board of Supervisor

Signature

Date

Civil Rights Certification
(Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 02/29/2016

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

PHA Name

PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

PINAL COUNTY HOUSING AUTHORITY PHA PLAN

Attachment D. 2

PUBLIC COMMENT

Pinal County Housing Authority did not receive any public comments.

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Ruby Dhillon-Williams, the Assistant Deputy Director/Housing & Comm Dev
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Pinal County Housing Authority

PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of
Impediments (AI) to Fair Housing Choice of the

State of Arizona


Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State
Consolidated Plan and the AI.

Pinal County Housing Authority's plan of restoring and increasing the supply of affordable housing, fostering
a safe and decent living environment, promoting self-sufficiency, ensuring equal opportunity, and
affirmatively furthering fair housing, and staff development are consistent with the Consolidated Plan and AI.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Ruby Dhillon-Williams	Title Assistant Deputy Director/Hsg Comm Dev
Signature 	Date 4/14/2021

PINAL COUNTY HOUSING AUTHORITY PHA PLAN

Attachment E.

STATEMENT OF CAPITAL IMPROVEMENTS

CAPITAL FUNDS PROGRAM

The Capital Funds Program (CFP) is a grant funded program by the U.S. Department of Housing and Urban Development.

ELIGIBLE ACTIVITIES:

The funds may be used for

- Development;
- Financing;
- Modernization of Public Housing Development; and
- Management Improvements

INELIGIBLE ACTIVITIES

The funds may not be used for:

- Luxury improvements;
- Direct social services;
- Cost funded by other HUD programs;
- Ineligible activities as described by HUD in the Capital Fund Guidebook version 04/01/2016; and
- Routine Maintenance

MISSION STATEMENT

Provide safe, decent, and affordable housing options to qualified low-income families in Pinal County; while encouraging economic self-sufficiency through education, training, and employment opportunities.

The capital needs planning process is performed on an ongoing basis and includes;

- Inspection reports;
- Resident comments gathered through surveys;
- Resident meetings;
- Maintenance personnel input; and
- Results from HUD monitoring

2020 GOALS

Subject to Board of Supervisors Approval of a new 2021-2026 “Rolling” 5-year action plan, we are planning on:

- Modernize kitchens and bathrooms in 7 units.
- Upgrade 3 ADA unit to UFAS Standards.
- CAP Related Training for Maintenance and Administrative Staff
- Replace 8 HVAC units.

Housing Resolution No. PHA_____

A Resolution of the Pinal County Board of Supervisors of the Pinal County Housing Authority approving the Public Housing Agency (PHA) Public Housing Annual Agency Plan and agreements with the U.S. Department of Housing and Urban Development (HUD).

WHEREAS, The U.S. Department of Housing and Urban Development (HUD) requires that Public Housing Authorities to submit a PHA 5year and Annual Plan.

WHEREAS, Acting on behalf of Pinal County Board of Supervisors of the Pinal County Housing Authority (PCHA) as its Chairman. I approve the submission of the Annual Plan, hereinafter referred to as the Public Housing Agency (PHA) Annual Plan 2021-2022 of which this document is a part of, and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

NOW THEREFORE, BE IT RESOLVED BY THE Pinal County Board of Supervisors of The Pinal County Housing Authority that the PHA Annual Agency Plan 2021-2022 attached hereto are hereby approved and adopted as presented.

PASSED, ADOPTED, AND APPROVED by the Pinal County Board of Supervisors of this
 5 day of May, 2021

Stephen Miller, Chairman

ATTEST:

Natasha Kennedy, Clerk of the Board



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Housing

Director: Rolanda Cephas

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Housing Report on the status of operations relative to the Housing Department's program activities. (Rolanda Cephas/Himanshu Patel)

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

N/A

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

Meet funding sources recommendation.

MOTION:

History		
Time	Who	Approval
4/27/2021 8:36 AM	County Attorney	Yes
4/27/2021 8:37 AM	County Manager	Yes
4/27/2021 8:44 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [PCHA- Quarterly Report-April 2021](#)

Housing Department Activity Report

MARCH 31, 2021

Housing Choice Voucher/Section 8

Utilization

As of March 31, 2021 the Pinal County Housing Department (PCHD) utilized 473 of the 599 available vouchers resulting in a utilization rate of 78.9%. For performance compliance, HUD looks at the amount of budget authority used to fund this program and we spent 99.9% of the allotted funding.

PCHD cannot utilize all the vouchers available to the PHA due the increase in the rental market. The average per unit cost of Housing Assistance Payments has increased to \$736.00. While, the PCHD is not utilizing all the available vouchers, the funding is being spent and HUD looks at the higher of the two.

Total Vouchers (HUD)	Vouchers issued	Vouchers on the Street	HCV Utilization	Budget Authority
584	473	2	78.9	99.9%

Compliance

The Section 8 Management Assessment Program certification was completed for the fiscal year ending 6/30/2019. The Housing Department earned 145 points out of the total 145 points that could be earned, resulting in an overall performance rating of High Performer. PHCA High Performance rating carried over to the fiscal year ending 6/30/2020 and no actions were required by the PHA.

Public Housing

Compliance

PCHD received the Public Housing Assessment System (PHAS) Score for fiscal year ending 6/30/2019. PCHD received the score of 89 out of a possible 100 resulting in a Standard Performer Designation. PHCA Standard Performer designation carried over to the fiscal year ending 6/30/2020 and no actions were required by the PHA.

Housing Department Activity Report

MARCH 31, 2021

Occupancy

As of March 31, 2021 there were a total of vacant public housing units, of which 3 are offline for ADA rehab. The increase in vacancies over the past three months are a result of several Public Housing residents reaching the top of the Section 8 waiting list and receiving vouchers and leasing up under the Section 8 program.

Month	Total Units	Total Occupied Units	Total Vacant Units	Offline units	Occupancy Rate
Jul-20	139	136	2	1	97.84
Aug-20	139	135	3	1	97.12
Sep-20	139	137	1	1	98.56
Oct-20	139	137	1	1	98.56
Nov-20	139	139	1	1	99.28
Dec-20	139	138	1	1	99.28
Jan-21	139	131	7	1	94.24
Feb-21	139	129	9	1	92.81
Mar-21	139	132	4	3	94.96

Resident Opportunity Self-Sufficiency (ROSS)

The ROSS program currently has sixty seven (67) participants enrolled in the program. During the pandemic, the ROSS coordinator delivered over 150 meals per month to the door steps of our public housing residents. Twenty-one (21) elderly/disabled residents are currently enrolled in the Meals on Wheels program. The ROSS program continues to connect residents to services from the safety of their own homes with a lending library consisting of computers, printers, tablets, and educational materials

HOME Funding

Housing has hired a full-time Building Inspector to continue its successful Owner Occupied Housing Rehabilitation program.

Housing Department Activity Report

MARCH 31, 2021

Community Development Block Grant (CDBG) Entitlement

CDBG Entitlement Funding is preparing to BID our 1st Homeowner rehabilitation project, and work write ups are in the beginning stages for 2 additional Homeowners. We anticipate having all three (3) projects will be completed by July 31st.

New Hires

Jacory Thomas- Maintenance Technician

Leonel Hernandez- Case Manager

Duane Garcia – Building Inspector

Rosa Spallieri- Finance Manager

Carrie Fike - Accountant

Vacant Positions

Maintenance Technician

Administrative Assistant

Administrative Specialist



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 81

Dept. #: 3520420

Dept. Name: Animal Care and Control

Director: Audra Michael

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval to apply for a Petco Foundation Grant in the amount of \$15,000. This award would be used to help Pinal County Citizens provide basic care for their pets. This grant would be at no cost to the County. (Audra Michael/Mary Ellen Sheppard)

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

N/A

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

N/*A

MOTION:

Approved as presented

History	Who	Approval
Time		
4/13/2021 4:42 PM	County Attorney	Yes
4/14/2021 12:41 PM	Budget Office	Yes
4/15/2021 12:34 PM	County Manager	Yes
4/27/2021 8:41 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [BOS Grant Request Form](#)



PINAL COUNTY

WIDE OPEN OPPORTUNITY

Board of Supervisors Grant Request

Board of Supervisors meeting date: _____

Department seeking grant: _____

Name of Granting Agency: _____

Name of Grant Program: _____

Project Name: _____

Amount requested: _____

Match amount, if applicable: _____

Application due date: _____

Anticipated award date/fiscal year: _____

What strategic priority/goal does this project address?: _____

Applicable Supervisor District: _____

Brief description of project: _____

Approval received per Policy 8.20: _____ OnBase Grant #: _____

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 _____



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name:

Director:

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-03-16700 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on March 3, 2021. On March 10, 2021, the highest bid was for \$10,700 by Patterson Enterprises: Construction, LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)

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:

To approve as described above.

History		
Time	Who	Approval
4/14/2021 12:59 PM	County Attorney	Yes
4/15/2021 12:13 PM	Budget Office	Yes
4/15/2021 12:32 PM	County Manager	Yes
4/20/2021 3:43 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Bid](#)

☐ [Deed](#)

Auction Receipt

Pinal County - Land Sales

Receipt No. 19

Date Mar 17, 2021

Sold To Bethany Patterson
2747 E. Haymore Arizona , AZ,
85298, US
(480) 395-2527

Confirmation No. ED81 EE55

Auction Title	Inv.Code	Per Item Qty	Bid Premium	Total
2721163 REAL PROPERTY PINAL COUNTY (16700)		\$10,700.00 1	\$10,700.00 \$856.00	\$11,556.00
2721170 REAL PROPERTY PINAL COUNTY (22906)		\$10,700.00 1	\$10,700.00 \$856.00	\$11,556.00

Net Sales: \$21,400.00

Taxable Sales: \$0.00

Premium: \$1,712.00

Tax: \$0.00

Total Invoice: \$23,112.00

Wire Trans. Amount Tendered: \$23,112.00

Balance Due: \$0.00

DEEDS: Within 45 day after the sale, the Board of Supervisors will execute, record and deliver to the winning bidder a deed conveying the title of the state in and to the purchased property (existing easements remain) for all bids accepted by the Board of Supervisors. Unpaid real property taxes due for previous years on the parcels purchased at the auction will be eliminated when the new deed is recorded. NOTE: However the current year and future taxes on the parcel are the responsibility of the purchaser. For purpose of recordation of the deed, deeds will be issued in the name(s) of the successful bidder. Once a winning bidder has made payment on the parcel, the winning bidder would be required to access the deed information form and complete it and email it to the auction contact to ensure the deed is completed with the correct information. To access this document after the sale, the bidder will go to the Public Surplus website and go to My Stuff under Past Bids when logged in to access the auction details page where the form will be available to download. The deed can't be processed until this form is sent to the auction contact so please be advised. Pickup: All deeds will be mailed to the address provided on the deed information form that will be completed by the winning bidder after payment is made.

Released By _____

Received By _____

Date _____

The Public | Group

When recorded return to:
Clerk of the Board
PO Box 827
Florence, AZ. 85132

Patterson Enterprises: Construction, LLC
3210 E. Coralbell Avenue
Mesa, AZ. 85204

DEED

THIS DEED made this 5th day of May 2021, between Pinal County on behalf of the State of Arizona and Patterson Enterprises: Construction, LLC; and

WHEREAS, Tax liens on the property identified as tax parcel **407-03-16700** were offered for sale by auction on the 17th day of February, 2011 pursuant to A.R.S. §42-18112; and

WHEREAS, the tax liens were not sold and were struck off to the State pursuant to A.R.S. §42-18113; and

WHEREAS, Pinal County on behalf of the State of Arizona, acquired the said property for delinquent taxes pursuant to A.R.S. §42-18261/18267, issued and delivered the said property to the State of Arizona, by Treasurer's Deed on the 4th day of November, 2020; and

WHEREAS, The Board of Supervisors of Pinal County, State of Arizona, pursuant to A.R.S. §42-18301/18303, did on the 17th day of February, 2021 prepare a list of real property and thereupon advertised, posted and published said list for the sale at Public Surplus Online Auction on the 3rd day of March, 2021 at the office of the Board of Supervisors of Pinal County, Arizona; and

WHEREAS, Patterson Enterprises: Construction, LLC were the highest bidder for the property on the 10th day of March, 2021 in the amount of TEN THOUSAND SEVEN HUNDRED DOLLARS (\$10,700.00) which was received/paid in cash via wire transfer; and

NOW THEREFORE, THIS DEED WITNESSETH: That the Board of Supervisors of Pinal County, Arizona on behalf of the State of Arizona does grant, sell, and convey unto Patterson Enterprises: Construction, LLC and their heirs and assigns forever, the following described real property situated in the County of Pinal, Arizona, to wit:

Parcel No. **407-03-16700**, Lot 1932, of Arizona City Unit Four, according to the plat of record in the office of the County Recorder of Pinal County, Arizona in Book 9 of Maps, Page 56.

EXEMPT A-3

The property is sold "as-is" with no warranty

In witness whereof, The Board of Supervisors of Pinal County, State of Arizona by virtue of law, hereunto set it hand and seal the 5th day of May, 2021.

BOARD OF SUPERVISORS OF PINAL COUNTY,
STATE OF ARIZONA

ATTEST:

Clerk of the Board

Stephen Q. Miller, Chairman



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name:

Director:

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-03-22906 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on March 3, 2021. On March 10, 2021, the highest bid was for \$10,700 by Patterson Enterprises: Construction, LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)

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:

To approve as described above.

History		
Time	Who	Approval
4/14/2021 12:59 PM	County Attorney	Yes
4/15/2021 12:13 PM	Budget Office	Yes
4/15/2021 12:33 PM	County Manager	Yes
4/20/2021 3:44 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Bid](#)

☐ [Deed](#)

Auction Receipt

Pinal County - Land Sales

Receipt No. 19

Date Mar 17, 2021

Sold To Bethany Patterson
2747 E. Haymore Arizona , AZ,
85298, US
(480) 395-2527

Confirmation No. ED81 EE55

Auction Title	Inv.Code	Per Item	Qty	Bid	Premium	Total
2721163 REAL PROPERTY PINAL COUNTY (16700)		\$10,700.00	1	\$10,700.00	\$856.00	\$11,556.00
2721170 REAL PROPERTY PINAL COUNTY (22906)		\$10,700.00	1	\$10,700.00	\$856.00	\$11,556.00

Net Sales: \$21,400.00

Taxable Sales: \$0.00

Premium: \$1,712.00

Tax: \$0.00

Total Invoice: \$23,112.00

Wire Trans. Amount Tendered: \$23,112.00

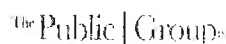
Balance Due: \$0.00

DEEDS: Within 45 day after the sale, the Board of Supervisors will execute, record and deliver to the winning bidder a deed conveying the title of the state in and to the purchased property (existing easements remain) for all bids accepted by the Board of Supervisors. Unpaid real property taxes due for previous years on the parcels purchased at the auction will be eliminated when the new deed is recorded. NOTE: However the current year and future taxes on the parcel are the responsibility of the purchaser. For purpose of recordation of the deed, deeds will be issued in the name(s) of the successful bidder. Once a winning bidder has made payment on the parcel, the winning bidder would be required to access the deed information form and complete it and email it to the auction contact to ensure the deed is completed with the correct information. To access this document after the sale, the bidder will go to the Public Surplus website and go to My Stuff under Past Bids when logged in to access the auction details page where the form will be available to download. The deed can't be processed until this form is sent to the auction contact so please be advised. Pickup: All deeds will be mailed to the address provided on the deed information form that will be completed by the winning bidder after payment is made.

Released By _____

Received By _____

Date _____



When recorded return to:
Clerk of the Board
PO Box 827
Florence, AZ. 85132

Patterson Enterprises: Construction, LLC
3210 E. Coralbell Avenue
Mesa, AZ. 85204

DEED

THIS DEED made this 5th day of May 2021, between Pinal County on behalf of the State of Arizona and Patterson Enterprises: Construction, LLC; and

WHEREAS, Tax liens on the property identified as tax parcel **407-03-22906** were offered for sale by auction on the 18th day of February, 2010 pursuant to A.R.S. §42-18112; and

WHEREAS, the tax liens were not sold and were struck off to the State pursuant to A.R.S. §42-18113; and

WHEREAS, Pinal County on behalf of the State of Arizona, acquired the said property for delinquent taxes pursuant to A.R.S. §42-18261/18267, issued and delivered the said property to the State of Arizona, by Treasurer's Deed on the 4th day of November, 2020; and

WHEREAS, The Board of Supervisors of Pinal County, State of Arizona, pursuant to A.R.S. §42-18301/18303, did on the 17th day of February, 2021 prepare a list of real property and thereupon advertised, posted and published said list for the sale at Public Surplus Online Auction on the 3rd day of March, 2021 at the office of the Board of Supervisors of Pinal County, Arizona; and

WHEREAS, Patterson Enterprises: Construction, LLC were the highest bidder for the property on the 10th day of March, 2021 in the amount of TEN THOUSAND SEVEN HUNDRED DOLLARS (\$10,700.00) which was received/paid in cash via wire transfer; and

NOW THEREFORE, THIS DEED WITNESSETH: That the Board of Supervisors of Pinal County, Arizona on behalf of the State of Arizona does grant, sell, and convey unto Patterson Enterprises: Construction, LLC and their heirs and assigns forever, the following described real property situated in the County of Pinal, Arizona, to wit:

Parcel No. **407-03-22906**, Lot 1994, of Arizona City Unit Four, according to the plat of record in the office of the County Recorder of Pinal County, Arizona in Book 9 of Maps, Page 56.

EXEMPT A-3

The property is sold "as-is" with no warranty

In witness whereof, The Board of Supervisors of Pinal County, State of Arizona by virtue of law, hereunto set it hand and seal the 5th day of May, 2021.

BOARD OF SUPERVISORS OF PINAL COUNTY,
STATE OF ARIZONA

ATTEST:

Clerk of the Board

Stephen Q. Miller, Chairman



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name:

Director:

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-03-41906 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on March 3, 2021. On March 10, 2021, the highest bid was for \$13,700 by Patterson Enterprises: Construction, LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)

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:

To approve as described above.

History		
Time	Who	Approval
4/14/2021 12:59 PM	County Attorney	Yes
4/15/2021 12:13 PM	Budget Office	Yes
4/15/2021 12:33 PM	County Manager	Yes
4/20/2021 3:46 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Bid](#)

☐ [Deed](#)

Auction Receipt

Pinal County - Land Sales

Receipt No. 18**Date** Mar 17, 2021

Sold To Bethany Patterson
2747 E. Haymore Arizona , AZ,
85298, US
(480) 395-2527

Confirmation No. EB05 FA07

Auction Title	Inv.Code	Per Item Qty	Bid Premium	Total
2721193 REAL PROPERTY PINAL COUNTY (42003)		\$13,700.00 1	\$13,700.00 \$1,096.00	\$14,796.00
2721188 REAL PROPERTY PINAL COUNTY (41906)		\$13,700.00 1	\$13,700.00 \$1,096.00	\$14,796.00

Net Sales: \$27,400.00

Taxable Sales: \$0.00

Premium: \$2,192.00

Tax: \$0.00

Total Invoice: \$29,592.00

Wire Trans. Amount Tendered: \$29,592.00

Balance Due: \$0.00

DEEDS: Within 45 day after the sale, the Board of Supervisors will execute, record and deliver to the winning bidder a deed conveying the title of the state in and to the purchased property (existing easements remain) for all bids accepted by the Board of Supervisors. Unpaid real property taxes due for previous years on the parcels purchased at the auction will be eliminated when the new deed is recorded. NOTE: However the current year and future taxes on the parcel are the responsibility of the purchaser. For purpose of recordation of the deed, deeds will be issued in the name(s) of the successful bidder. Once a winning bidder has made payment on the parcel, the winning bidder would be required to access the deed information form and complete it and email it to the auction contact to ensure the deed is completed with the correct information. To access this document after the sale, the bidder will go to the Public Surplus website and go to My Stuff under Past Bids when logged in to access the auction details page where the form will be available to download. The deed can't be processed until this form is sent to the auction contact so please be advised. Pickup: All deeds will be mailed to the address provided on the deed information form that will be completed by the winning bidder after payment is made.

Released By _____

Received By _____

Date _____

The Public | Group

When recorded return to:
Clerk of the Board
PO Box 827
Florence, AZ. 85132

Patterson Enterprises: Construction, LLC
3210 E. Coralbell Avenue
Mesa, AZ. 85204

DEED

THIS DEED made this 5th day of May 2021, between Pinal County on behalf of the State of Arizona and Patterson Enterprises: Construction, LLC; and

WHEREAS, Tax liens on the property identified as tax parcel **407-03-41906** were offered for sale by auction on the 17th day of February, 2011 pursuant to A.R.S. §42-18112; and

WHEREAS, the tax liens were not sold and were struck off to the State pursuant to A.R.S. §42-18113; and

WHEREAS, Pinal County on behalf of the State of Arizona, acquired the said property for delinquent taxes pursuant to A.R.S. §42-18261/18267, issued and delivered the said property to the State of Arizona, by Treasurer's Deed on the 4th day of November, 2020; and

WHEREAS, The Board of Supervisors of Pinal County, State of Arizona, pursuant to A.R.S. §42-18301/18303, did on the 17th day of February, 2021 prepare a list of real property and thereupon advertised, posted and published said list for the sale at Public Surplus Online Auction on the 3rd day of March, 2021 at the office of the Board of Supervisors of Pinal County, Arizona; and

WHEREAS, Patterson Enterprises: Construction, LLC were the highest bidder for the property on the 10th day of March, 2021 in the amount of THIRTEEN THOUSAND SEVEN HUNDRED DOLLARS (\$13,700.00) which was received/paid in cash via wire transfer; and

NOW THEREFORE, THIS DEED WITNESSETH: That the Board of Supervisors of Pinal County, Arizona on behalf of the State of Arizona does grant, sell, and convey unto Patterson Enterprises: Construction, LLC and their heirs and assigns forever, the following described real property situated in the County of Pinal, Arizona, to wit:

Parcel No. **407-03-41906**, Lot 2184, of Arizona City Unit Four, according to the plat of record in the office of the County Recorder of Pinal County, Arizona in Book 9 of Maps, Page 56.

EXEMPT A-3

The property is sold "as-is" with no warranty

In witness whereof, The Board of Supervisors of Pinal County, State of Arizona by virtue of law, hereunto set it hand and seal the 5th day of May, 2021.

BOARD OF SUPERVISORS OF PINAL COUNTY,
STATE OF ARIZONA

ATTEST:

Clerk of the Board

Stephen Q. Miller, Chairman



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name:

Director:

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-03-42003 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on March 3, 2021. On March 10, 2021, the highest bid was for \$13,700 by Patterson Enterprises: Construction, LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)

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:

To approve as described above.

History		
Time	Who	Approval
4/14/2021 12:59 PM	County Attorney	Yes
4/15/2021 12:14 PM	Budget Office	Yes
4/15/2021 12:33 PM	County Manager	Yes
4/20/2021 3:47 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Bid](#)

☐ [Deed](#)

Auction Receipt

Pinal County - Land Sales

Receipt No. 18

Date Mar 17, 2021

Sold To Bethany Patterson
2747 E. Haymore Arizona , AZ,
85298, US
(480) 395-2527

Confirmation No. EB05 FA07

Auction Title	Inv.Code	Per Item	Qty	Bid	Premium	Total
2721193 REAL PROPERTY PINAL COUNTY (42003)		\$13,700.00	1	\$13,700.00	\$1,096.00	\$14,796.00
2721188 REAL PROPERTY PINAL COUNTY (41906)		\$13,700.00	1	\$13,700.00	\$1,096.00	\$14,796.00

Net Sales: \$27,400.00

Taxable Sales: \$0.00

Premium: \$2,192.00

Tax: \$0.00

Total Invoice: \$29,592.00

Wire Trans. Amount Tendered: \$29,592.00

Balance Due: \$0.00

DEEDS: Within 45 day after the sale, the Board of Supervisors will execute, record and deliver to the winning bidder a deed conveying the title of the state in and to the purchased property (existing easements remain) for all bids accepted by the Board of Supervisors. Unpaid real property taxes due for previous years on the parcels purchased at the auction will be eliminated when the new deed is recorded. NOTE: However the current year and future taxes on the parcel are the responsibility of the purchaser. For purpose of recordation of the deed, deeds will be issued in the name(s) of the successful bidder. Once a winning bidder has made payment on the parcel, the winning bidder would be required to access the deed information form and complete it and email it to the auction contact to ensure the deed is completed with the correct information. To access this document after the sale, the bidder will go to the Public Surplus website and go to My Stuff under Past Bids when logged in to access the auction details page where the form will be available to download. The deed can't be processed until this form is sent to the auction contact so please be advised. Pickup: All deeds will be mailed to the address provided on the deed information form that will be completed by the winning bidder after payment is made.

Released By _____

Received By _____

Date _____

The Public | Group

When recorded return to:
Clerk of the Board
PO Box 827
Florence, AZ. 85132

Patterson Enterprises: Construction, LLC
3210 E. Coralbell Avenue
Mesa, AZ. 85204

DEED

THIS DEED made this 5th day of May 2021, between Pinal County on behalf of the State of Arizona and Patterson Enterprises: Construction, LLC; and

WHEREAS, Tax liens on the property identified as tax parcel **407-03-42003** were offered for sale by auction on the 18th day of February, 2010 pursuant to A.R.S. §42-18112; and

WHEREAS, the tax liens were not sold and were struck off to the State pursuant to A.R.S. §42-18113; and

WHEREAS, Pinal County on behalf of the State of Arizona, acquired the said property for delinquent taxes pursuant to A.R.S. §42-18261/18267, issued and delivered the said property to the State of Arizona, by Treasurer's Deed on the 4th day of November, 2020; and

WHEREAS, The Board of Supervisors of Pinal County, State of Arizona, pursuant to A.R.S. §42-18301/18303, did on the 17th day of February, 2021 prepare a list of real property and thereupon advertised, posted and published said list for the sale at Public Surplus Online Auction on the 3rd day of March, 2021 at the office of the Board of Supervisors of Pinal County, Arizona; and

WHEREAS, Patterson Enterprises: Construction, LLC were the highest bidder for the property on the 10th day of March, 2021 in the amount of THIRTEEN THOUSAND SEVEN HUNDRED DOLLARS (\$13,700.00) which was received/paid in cash via wire transfer; and

NOW THEREFORE, THIS DEED WITNESSETH: That the Board of Supervisors of Pinal County, Arizona on behalf of the State of Arizona does grant, sell, and convey unto Patterson Enterprises: Construction, LLC and their heirs and assigns forever, the following described real property situated in the County of Pinal, Arizona, to wit:

Parcel No. **407-03-42003**, Lot 2185, of Arizona City Unit Four, according to the plat of record in the office of the County Recorder of Pinal County, Arizona in Book 9 of Maps, Page 56.

EXEMPT A-3

The property is sold "as-is" with no warranty

In witness whereof, The Board of Supervisors of Pinal County, State of Arizona by virtue of law, hereunto set it hand and seal the 5th day of May, 2021.

BOARD OF SUPERVISORS OF PINAL COUNTY,
STATE OF ARIZONA

ATTEST:

Clerk of the Board

Stephen Q. Miller, Chairman



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Finance

Director: Lori Pruitt

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Resolution No. 050521-CD authoring the submittal of a grant application in an amount not to exceed \$500,000 to the U.S. Department of Defense under the Office of Local Defense Community Cooperation for a Military Installation Sustainability Grant and designate the Community Development Director as the Authorized Official. (Heather Patel/Lester Chow/Lori Pruitt)

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

The grant requires a 10% in-kind match which will be obtained through staff time dedicated to the project.

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

MOTION:

Approve as presented.

History		
Time	Who	Approval
4/22/2021 2:34 PM	Community Development	Yes
4/23/2021 8:45 AM	County Attorney	Yes
4/23/2021 8:59 AM	Budget Office	Yes
4/23/2021 9:30 AM	County Manager	Yes
4/26/2021 1:51 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Cover sheet](#)

☐ [Resolution](#)



PINAL COUNTY

WIDE OPEN OPPORTUNITY

Board of Supervisors Grant Request

Board of Supervisors meeting date: _____

Department seeking grant: _____

Name of Granting Agency: _____

Name of Grant Program: _____

Project Name: _____

Amount requested: _____

Match amount, if applicable: _____

Application due date: _____

Anticipated award date/fiscal year: _____

What strategic priority/goal does this project address?: _____

Applicable Supervisor District: _____

Brief description of project: _____

Approval received per Policy 8.20: _____ OnBase Grant #: _____

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 _____

When recorded return to:
Clerk of the Board
Pinal County Board of Supervisors
PO Box 827
Florence, AZ 85132

RESOLUTION NO. 050521-CD

**A RESOLUTION TO AUTHORIZE THE SUBMITTAL OF GRANT APPLICATION FOR
THE JOINT LAND USE STUDY IMPLEMENTATION PROJECT AND DESIGNATE
THE COUNTY COMMUNITY DEVELOPMENT DIRECTOR AS AUTHORIZED
OFFICIAL FOR THE PROJECT**

WHEREAS, Pinal County (the "County") through its Board of Supervisors, is authorized to submit a grant application to the U.S. Department of Defense under the Office of Local Defense Community Cooperation (the "Department"), and

WHEREAS, the Community Development Department seeks to submit an application for a Military Installation Sustainability Program grant to implement strategies identified in the March 2020 Joint Land Use Study, and

WHEREAS, the grant application requires the identification of an Authorized Official in the event of an award who can sign and submit specific documents.

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Pinal County (the "Board") approves the submittal of an application to the U.S. Department of Defense under the Office of Local Defense Community Cooperation for a Military Installation Sustainability Grant in an amount not to exceed \$500,000;

BE IT FURTHER RESOLVED the Community Services Director is appointed as the Authorized Official for the purposes of the grant application, and is authorized and directed to submit an application to the U.S. Department of Defense under the Office of Local Defense Community Cooperation for a Military Installation Sustainability Grant;

BE IT FURTHER RESOLVED the Authorized Official is authorized and directed to sign and submit the following documentation to the Department during the project period: performance reports, financial reports, amendments to extend contract period, and other non-legally binding documents as needed;

BE IT FURTHER RESOLVED the Authorized Official will seek Board approval and signature to accept and execute a grant award agreement;

RESOLUTION NO. 050521-CD

PASSED AND ADOPTED this ____ day of _____, 2021, by the PINAL COUNTY BOARD
OF SUPERVISORS

Chairman of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM;

Deputy County Attorney



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #: 1030

Dept. Name: Community Development

Director: Lester Chow

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of a Final Plat for San Tan Heights, Parcels D1 & D2. Supervisor District #2. (FP15-023) (Mark Schexnayder/Lester Chow)

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

N/A.

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

N/A.

MOTION:

Approve as submitted.

History	Who	Approval
Time		
4/22/2021 2:38 PM	County Attorney	Yes
4/22/2021 2:54 PM	Community Development	Yes
4/23/2021 9:28 AM	County Manager	Yes
4/27/2021 8:42 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Final Plat for San Tan Heights, Parcels D1 & D2 \(FP15-023\)](#)

NOTES

- THIS SUBDIVISION IS WITHIN THE SERVICE AREA OF JOHNSON UTILITY COMPANY WHICH HAS BEEN DESIGNATED AS HAVING ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576. A COMMITMENT TO SUPPLY WATER SERVICE TO THIS PLATTED SUBDIVISION HAS BEEN RECEIVED FROM SAID COMPANY AS EVIDENCE BY A DRINKING WATER SERVICE AGREEMENT. A COPY OF WHICH IS SUBMITTED WITH THIS PLAT.
- NO TREES ARE PERMITTED WITHIN THE RIGHT-OF-WAY SIGHT-VISIBILITY TRIANGLE EASEMENTS AND NO TEMPORARY OR PERMANENT OBJECT, STRUCTURE, OR LANDSCAPING SHALL EXCEED TWENTY-FOUR INCHES IN HEIGHT WITHIN THE RIGHT-OF-WAY SIGHT-VISIBILITY TRIANGLE EASEMENTS.
- SUBJECT TO FEE NO. 2020-108059, TRACTS A THROUGH O ARE COMMON AREAS WHICH SHALL BE GRANTED AND CONVEYED TO AND MAINTAINED BY SAN TAN HEIGHTS HOMEOWNERS' ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION.
- NO STRUCTURE SHALL BE CONSTRUCTED IN NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE STORM WATER RETENTION AREAS, OR TO DRAINAGE EASEMENTS WITHOUT PRIOR APPROVAL BY PINAL COUNTY.
- THE STORM WATER RETENTION VOLUMES REQUIRED BY THE PINAL COUNTY DRAINAGE ORDINANCE HAVE BEEN MET AND THE OVERALL GROSS RETENTION VOLUMES WILL NOT BE CHANGED WITHOUT PRIOR APPROVAL BY PINAL COUNTY. MAINTENANCE OF THE AREAS SUBJECT TO STORM WATER RETENTION SHALL BE THE RESPONSIBILITY OF THE LOT OR TRACT OWNER.
- ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND.
- MAINTENANCE OF ALL STREET LIGHTING AND LANDSCAPING WITHIN THE COMMON AREA(S) AND THE STREET RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE SAN TAN HEIGHTS HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION.
- ALL SUBDIVISION STREETS, WHETHER PUBLIC OR PRIVATE, AND WORK WITHIN THE SUBDIVISION STREETS AND WITHIN PUBLIC RIGHTS-OF-WAY REQUIRE PERMITS FROM AND INSPECTIONS BY PINAL COUNTY.
- ALL TRENCH WORK WITHIN PUBLIC UTILITY EASEMENTS REQUIRES PERMITS FROM AND INSPECTIONS BY PINAL COUNTY.
- ON ALL LOTS, THE OWNER AND/OR DEVELOPER SHALL ENSURE THAT RESIDENTIAL DWELLINGS CAN FIT WITHIN THE BUILDING SETBACKS, INCLUDING BAY WINDOWS, FIREPLACES, PORCHES, COVERED PATIOS, ETC.
- THIS SUBDIVISION IS SUBJECT TO THE REQUIREMENTS OF THE INTERNATIONAL FIRE CODE, AS ADOPTED BY PINAL COUNTY AND ADMINISTERED BY THE PINAL COUNTY COMMUNITY DEVELOPMENT BUILDING SAFETY DIVISION.
- NO SCHOOLS OR DAY CARE CENTERS SHALL BE LOCATED WITHIN 1/4 MILE OF LAND IN AGRICULTURAL PRODUCTION REQUIRING AERIAL SPRAYING.
- THERE WILL BE A MODEL COMPLEX, AS AN ACCESSORY USE, ON LOTS 10 THROUGH 15 INCLUSIVE. LOTS 10 AND 15 WILL BE PARKING LOTS. LOTS 11 THROUGH 14, INCLUSIVE, WILL BE MODEL HOMES. LOTS SHALL BE LANDSCAPED IN CONJUNCTION WITH THE PARKING. UPON COMPLETION OF THE SITE'S USE AS A MODEL COMPLEX, ALL LOTS WILL REVERT TO RESIDENTIAL UNITS (UPON BUILD-OUT).
- LOTS 148 THRU 151 SHALL HAVE ON LOT RETENTION. GRADING PLANS SHOWING THE LOCATION AND DIMENSIONS OF THE ON LOT RETENTION BASINS, DESIGNED BY AN ENGINEER REGISTERED IN THE STATE OF ARIZONA, SHALL BE SUBMITTED TO PINAL COUNTY FOR REVIEW AND APPROVAL PRIOR TO BUILDING PERMIT APPROVAL.
- COVENANTS, CONDITIONS AND RESTRICTIONS WERE RECORDED ON JANUARY 31, 2002 IN FEE NUMBER 2002-004822 IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.

BASE ZONING & ZONING CASE:

A PLANNED AREA DEVELOPMENT WITHIN CR-3/PAD ZONE

CASE NUMBER: PZ-037-03 & PZ-PD-037-03

MINIMUM LOT SIZE: 4,950 S.F.
MINIMUM LOT WIDTH: 45 FEET
MINIMUM LOT LENGTH: 110 FEET
MAX. BUILDING HEIGHT: 30 FEET
MAX. BUILDABLE AREA: 55%
(LOTS 148-151 MAX. BUILDABLE AREA 40%)

FRONT 18' (14' LIVABLE OR COVERED PORCH)
REAR 15'
SIDE 5' & 5'
CORNER 5' & 10' - UNLESS 10' TRACT

GARAGE FACE SHALL BE TWENTY FEET FROM FACE OF GARAGE TO BACK OF SIDEWALK

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS NORTH 03°16'28" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, ACCORDING TO FEE NO. 2011-035939, PINAL COUNTY RECORDS.

SERVICE PROVIDERS

SEWER JOHNSON UTILITIES
WATER JOHNSON UTILITIES
TELEPHONE CENTURYLINK & COX COMMUNICATIONS
ELECTRICITY SALT RIVER PROJECT
GAS CITY OF MESA GAS
POLICE PINAL COUNTY SHERIFF'S OFFICE
FIRE RURAL METRO
SCHOOLS FLORENCE UNIFIED SCHOOL DISTRICT
SOLID WASTE PRIVATE HAULER

BENCHMARK

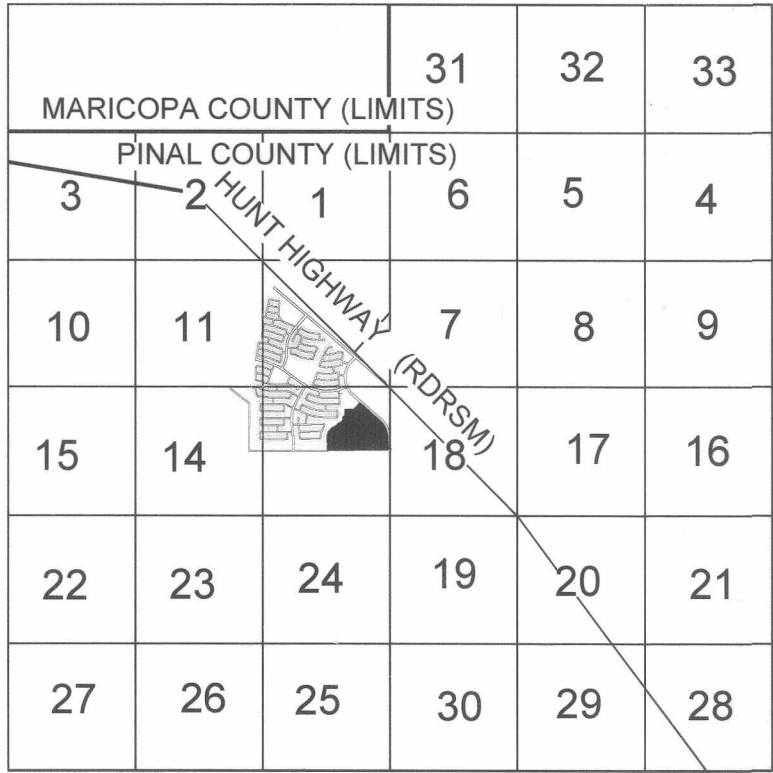
NATIONAL GEODETIC SURVEY DESIGNATION Q 282 BEING A BOUNDARY MARKER SET IN A CONCRETE POST STAMPED Q 282 -1948 HAVING AN ELEVATION OF 1490.96' NAVD-88.

LAND USE TABLE:

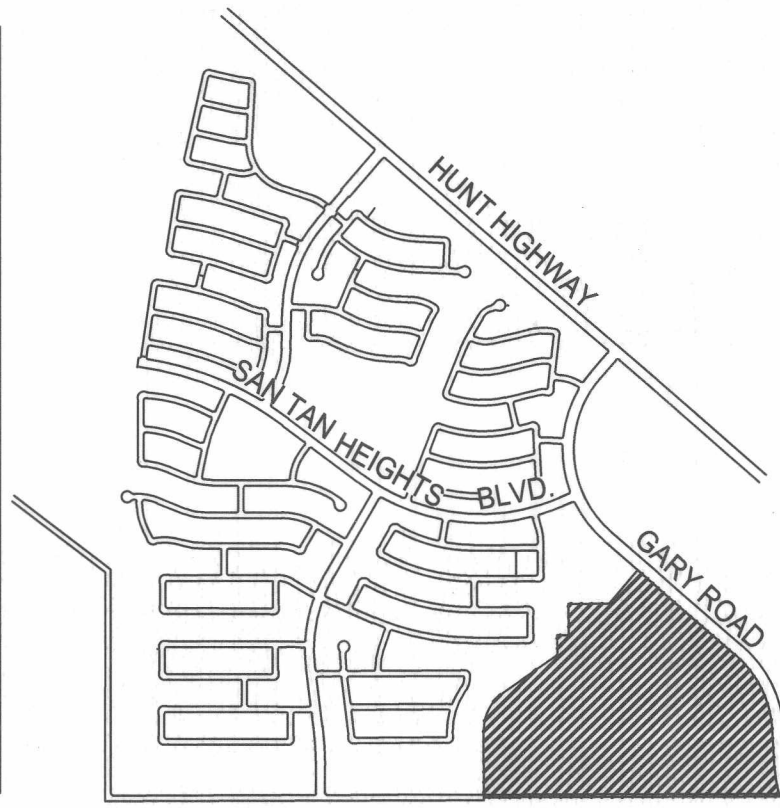
GROSS ACREAGE	83.523 AC
AREA OF STREETS	9.092 AC
NET ACREAGE	73.468 AC
AREA OF TRACTS (A-O)	43.331 AC
TOTAL NUMBER OF LOTS	202 LOTS
OVERALL DENSITY	2.42 DU/GROSS AC
AVERAGE AREA PER LOT	6,728 S.F.
OPEN SPACE PERCENTAGE	50.61%

FINAL PLAT FOR
SAN TAN HEIGHTS, PARCELS D1 & D2

A PORTION OF LAND LOCATED IN THE NORTH HALF OF SECTION 13,
TOWNSHIP 3 SOUTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
PINAL COUNTY, ARIZONA



VICINITY MAP
(N.T.S.)



LOCATION MAP
(N.T.S.)

ASSOCIATION RATIFICATION AND CONSENT

THE UNDERSIGNED HEREBY RATIFIES AND CONSENTS TO THIS PLAT, INCLUDING ITS MAINTENANCE OBLIGATIONS AS SET FORTH HEREIN.

SAN TAN HEIGHTS HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION

BY: [Signature]
ITS: COMMUNITY MANAGER

ASSOCIATION RATIFICATION ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF Pinal } SS
ON THIS 6th DAY OF April, 2021, BEFORE ME, THE UNDERSIGNED,

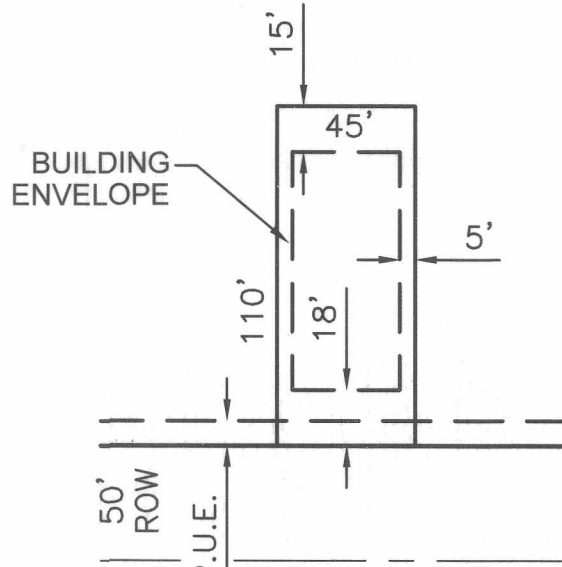
PERSONALLY APPEARED DANA BLASS WHO ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT OF SAN TAN HEIGHTS COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THIS PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC



October 26, 2022
MY COMMISSION EXPIRES



TYPICAL LOT LAYOUT
AND BUILDING SETBACKS
(N.T.S.)

ENGINEER

CVL CONSULTANTS
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 264-6831
FAX: (602) 264-0928
CONTACT: RICHARD ALCOCER

OWNER/DEVELOPER

PULTE HOME COMPANY, LLC
16767 N. PERIMETER DRIVE, SUITE 100
SCOTTSDALE, AZ 85260
PHONE: (480) 391-6038
CONTACT: JOHN DAVISON

LEGEND

- INDICATES SECTION CORNER - FOUND BRASS CAP IN HANDHOLE (UNLESS OTHERWISE NOTED).
- INDICATES CORNER OF THIS SUBDIVISION - SET 1/2" REBAR WITH CAP RLS #33851 PER M.A.G. STD. DET. 120, TYPE "C" MODIFIED
- INDICATES CENTER LINE MONUMENTATION- SET BRASS CAP FLUSH UPON COMPLETION OF JOB, PER M.A.G. STD. DET. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
- INDICATES EXISTING BRASS CAP FLUSH
- INDICATES EASEMENT LINES
- INDICATES BUILDING SETBACK LINES (B.S.L.)
- INDICATES CURVE NUMBER
- INDICATES VEHICULAR NON-ACCESS EASEMENT
- INDICATES BUILDING SETBACK LINE
- INDICATES PUBLIC UTILITY EASEMENT
- INDICATES SIGHT VISIBILITY TRIANGLE EASEMENT - 33' X 33' (ARTERIAL TO ARTERIAL, ARTERIAL TO COLLECTOR & COLLECTOR TO LOCAL)
- INDICATES SIGHT VISIBILITY TRIANGLE EASEMENT - 21' X 21' (LOCAL TO LOCAL)
- INDICATES SHEET NUMBER
- INDICATES EASEMENT
- INDICATES NOT TO SCALE
- INDICATES PINAL COUNTY RECORDS
- INDICATES SIGHT VISIBILITY TRIANGLE EASEMENT
- INDICATES SQUARE FEET
- INDICATES ACRES

LAND SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREIN WERE MADE UNDER MY DIRECTION DURING THE MONTH OF MARCH, 2013 AND THIS PLAT REPRESENTS THE SURVEY MADE. I FURTHER CERTIFY ALL EXTERIOR BOUNDARY MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE AND MATERIAL ARE ACCURATELY SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

RICHARD G. ALCOCER
REGISTERED LAND SURVEYOR #33851
COE & VAN LOO CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, ARIZONA, 85014



APPROVAL

THIS PLAT HAS BEEN APPROVED AS TO FORM BY:

Mark Schenayde 04-20-2021
PINAL COUNTY PLANNING DIVISION DATE
Chris Shale 4/30/2021
PINAL COUNTY AQUIFER PROTECTION DIVISION DATE
[Signature] 04/20/2021
PINAL COUNTY ENGINEER DATE

ASSURANCES IN THE FORM OF PERFORMANCE BOND HAVE BEEN SUBMITTED TO PINAL COUNTY WITH THIS PLAT TO GUARANTEE INSTALLATION OF ALL REQUIRED MAJOR INFRASTRUCTURE FOR THIS PROJECT. FEE NUMBER: 2021-013726

THIS PLAT HAS BEEN APPROVED AS TO FORM IN ACCORDANCE WITH A.R.S. SEC. 11-806.01, THIS DAY OF , 2021. APPROVAL OR RECORDATION OF THIS PLAT SHALL NOT BE DEEMED TO CONSTITUTE OR EFFECT AN ACCEPTANCE BY PINAL COUNTY FOR DESIGNATION OF ANY STREET, HIGHWAY, BICYCLE FACILITY OR OTHER WAY OR OPEN SPACE SHOWN UPON THIS PLAT INTO THE COUNTY MAINTENANCE SYSTEM.

PINAL COUNTY BOARD OF SUPERVISORS

BY: ATTEST:
CHAIR CLERK

DECLARATION, TITLE WARRANTY AND DEDICATION

STATE OF ARIZONA }
COUNTY OF PINAL } SS

KNOW ALL MEN BY THESE PRESENTS:

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "FINAL PLAT FOR SAN TAN HEIGHTS, PARCELS D1 & D2". A SUBDIVISION OF A PORTION OF THE NORTH HALF OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY DECLARES THIS PLAT SETS FORTH THE LOCATION, AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS CONSTITUTING SAME, AND THAT SAID LOTS, TRACTS, AND STREETS SHALL BE KNOWN BY THE NUMBER, LETTER, OR NAME GIVEN EACH RESPECTIVELY.

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, IS THE OWNER OF FEE TITLE IN THE PROPERTY BEING DEDICATED ON THIS PLAT TO THE PUBLIC FOR ROADWAY PURPOSES AND ALL INCIDENTALS THERETO; AND THE PROPERTY UPON, OR ACROSS WHICH EASEMENTS ARE BEING DEDICATED ON THIS PLAT TO THE PUBLIC. PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, HEREBY WARRANTS TO PINAL COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, THE TITLE TO SUCH PROPERTY AGAINST ALL PERSONS, SUBJECT TO ALL MATTERS OF RECORD.

STREETS SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS, DRAINAGE, TELECOMMUNICATIONS AND PUBLIC UTILITIES.

RIGHT-OF WAY SIGHT VISIBILITY TRIANGLE EASEMENTS AS DESIGNATED ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC AT ALL INTERSECTIONS WITH A PUBLIC STREET, 21' x 21' AT LOCAL TO LOCAL INTERSECTIONS AND 33' x 33' AT ARTERIAL OR COLLECTOR INTERSECTIONS WITH A PUBLIC STREET.

AS DESIGNATED ON THIS PLAT, ONE FOOT WIDE NEGATIVE EASEMENTS PROHIBITING VEHICULAR INGRESS OR EGRESS ARE HEREBY DEDICATED TO THE PUBLIC UPON ALL LOTS ADJACENT TO PUBLIC DRAINAGE EASEMENTS, TRACTS OR FACILITIES, AND/OR ADJACENT TO PUBLIC ARTERIAL OR COLLECTOR STREETS.

A NON-EXCLUSIVE DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE PUBLIC UPON, OVER, ACROSS AND THROUGH TRACT A, TRACT B, TRACT E, TRACT F, TRACT G, TRACT N, AND TRACT O AND/OR THOSE AREAS DESIGNATED AS SUCH HEREON. NO USE SHALL BE PERMITTED WITHIN THE DRAINAGE EASEMENT WHICH WOULD PROHIBIT OR INTERFERE WITH THE DRAINAGE USE. MAINTENANCE OF THE DRAINAGE EASEMENT SHALL BE THE RESPONSIBILITY OF THE SAN TAN HEIGHTS HOMEOWNER'S ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION. SHOULD THE ASSOCIATION NOT ADEQUATELY MAINTAIN THE DRAINAGE EASEMENT, THE GOVERNING ENTITY HAVING JURISDICTION OVER THE AREA IN WHICH THE DRAINAGE EASEMENT ARE LOCATED, AT ITS DISCRETION, MAY ENTER UPON AND MAINTAIN THE DRAINAGE EASEMENT, AND CHARGE THE HOMEOWNERS ASSOCIATION THE COST OF THE MAINTENANCE. ALL OTHER EASEMENTS ARE SUBORDINATE TO THE DRAINAGE EASEMENT.

PUBLIC UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC FOR UTILITY PURPOSES UPON, OVER, UNDER, ACROSS, AND THROUGH THE AREAS DESIGNATED AS SUCH HEREON FOR THE INSTALLATION, MAINTENANCE, REPAIR, AND REMOVAL OF UNDERGROUND UTILITIES, INCLUDING, BUT NOT LIMITED TO WATER, SEWER, GAS, ELECTRIC, TELEPHONE, AND CABLE TELEVISION. MAINTENANCE OF THE AREAS SUBJECT TO SUCH PUBLIC UTILITY EASEMENTS SHALL BE THE RESPONSIBILITY OF THE LOT OR TRACT OWNER.

A WATER EASEMENT IS HEREBY DEDICATED TO THE PUBLIC UPON, OVER, UNDER, ACROSS AND THROUGH THE AREA DESIGNATED AS SUCH HEREON FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REMOVAL OF WATER LINES. MAINTENANCE, REPAIR AND REMOVAL OF THE WATER LINES WILL BE THE RESPONSIBILITY OF THE WATER COMPANY. MAINTENANCE OF THE AREA SUBJECT TO SUCH EASEMENT SHALL BE THE RESPONSIBILITY OF THE LOT OR TRACT OWNER.

IN WITNESS WHEREOF:

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, AS OWNER, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS SUBDIVISION PLAT BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED,

THIS 2nd DAY OF April, 2021.

BY: [Signature]
ITS: VICE PRESIDENT

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF Maricopa } SS

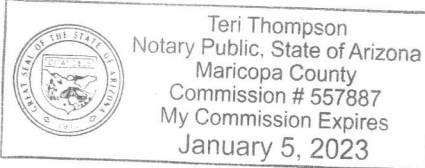
ON THIS 2nd DAY OF April, 2021, BEFORE ME, THE UNDERSIGNED,

PERSONALLY APPEARED Gary Abrams WHO ACKNOWLEDGED THEMSELVES TO BE AUTHORIZED AGENT FOR PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITIES, EXECUTED THIS PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES



SEE SHEET 2 FOR CURVE TABLE AND LOT AREA TABLE



DATE	REVISION	NO.

FINAL PLAT
SAN TAN HEIGHTS, PARCELS D1 & D2
PINAL COUNTY, ARIZONA



1 SHEET OF 8
CVL Contact: R. ALCOCER
CVL Project #: 01-0234301
CVL File #:

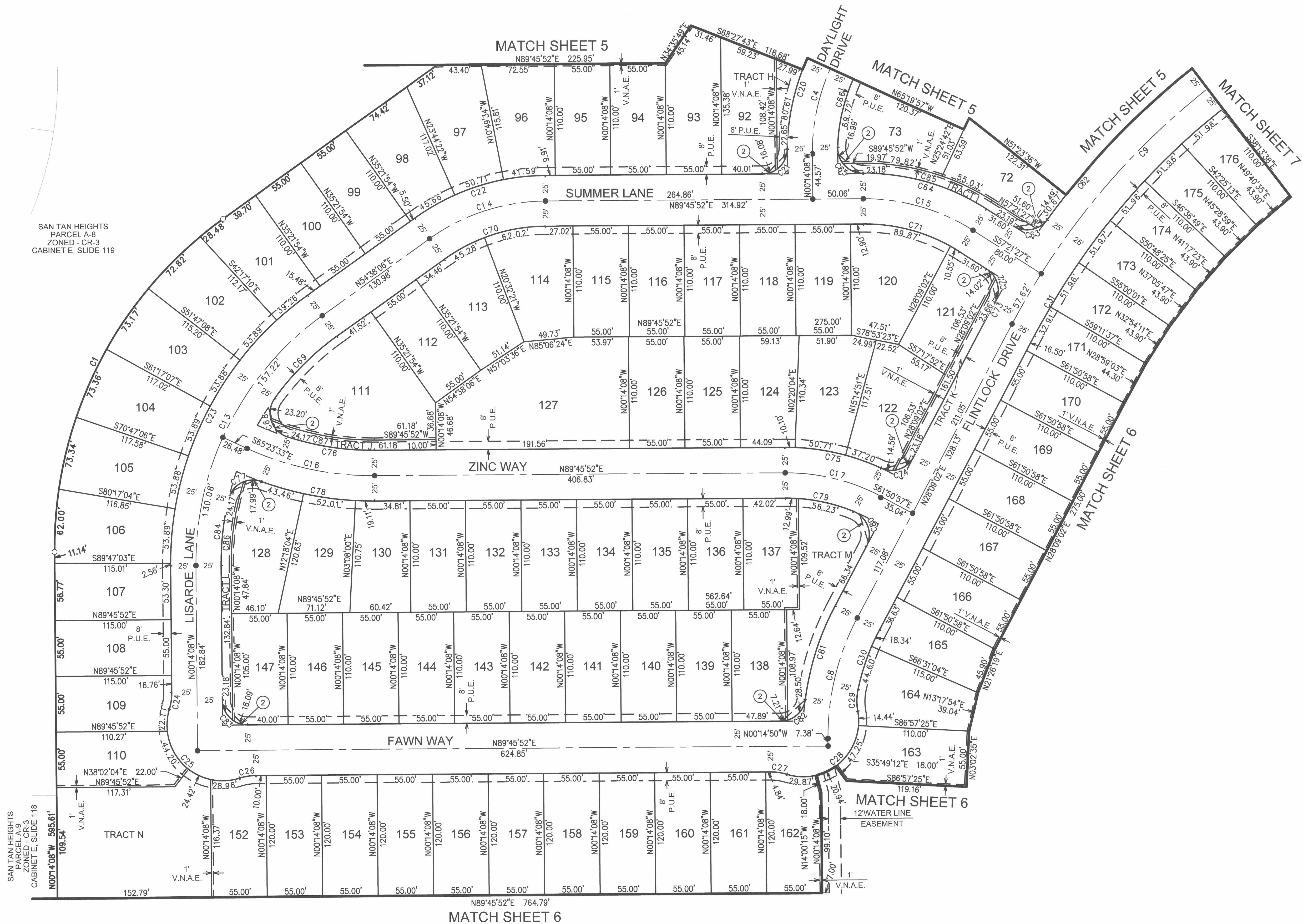
CURVE TABLE						
NO.	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD-BEARING
1	400.13	383.17	054°52'04"	207.71	368.70	N27°12'04.0°E
2	950.00	763.05	046°01'15"	403.45	742.71	S26°17'52.5°E
3	1050.00	256.33	013°59'16"	128.81	255.70	S10°16'53.0°E
4	200.00	114.57	032°49'17"	58.90	113.01	N16°10'30.5°E
5	600.00	84.88	008°06'21"	42.51	84.81	N36°38'19.5°E
6	200.00	125.34	035°54'25"	64.80	123.30	N31°21'17.5°W
7	200.00	90.57	025°56'46"	46.07	89.80	N27°43'07.0°E
8	250.00	123.91	028°23'52"	63.26	122.65	N13°57'06.0°E
9	735.00	744.49	058°02'07"	407.71	713.07	N57°10'05.5°E
10	600.00	204.39	019°31'05"	103.20	203.40	S84°03'18.5°E
11	400.00	143.19	020°30'39"	72.37	142.43	S64°02'26.5°E
12	400.00	306.98	043°58'18"	161.50	299.50	S31°47'58.0°E
13	300.00	287.30	054°52'14"	155.74	276.45	N27°11'59.0°E
14	200.00	122.62	035°07'46"	63.31	120.71	N72°11'59.0°E
15	200.00	114.77	032°52'41"	59.01	113.20	S73°47'47.5°E
16	300.00	130.08	024°50'35"	66.08	129.06	S77°48'50.5°E
17	200.00	99.09	028°23'10"	50.58	98.08	S76°02'33.0°E
18	25.00	39.27	090°00'00"	25.00	35.36	S04°18'30.0°E
19	625.00	88.42	008°06'21"	44.28	88.35	S36°38'19.5°W
20	225.00	124.00	031°34'35"	63.62	122.44	S16°47'51.5°W
21	25.00	38.73	088°45'18"	24.46	34.97	S45°23'13.0°W
22	225.00	137.96	035°07'46"	71.22	135.80	S72°11'59.0°W
23	325.00	311.25	054°52'14"	168.72	299.48	S27°11'59.0°E
24	55.00	16.65	017°20'29"	8.39	16.58	S08°26'06.5°W
25	55.00	119.69	124°40'58"	104.94	97.43	S45°14'08.0°E
26	55.00	16.65	017°20'29"	8.39	16.58	N81°05'37.5°E
27	55.00	16.65	017°20'29"	8.39	16.58	S81°33'53.5°E
28	55.00	112.50	117°11'34"	90.09	93.89	N48°30'34.0°E
29	55.00	21.32	022°12'38"	10.80	21.19	N01°01'06.0°E
30	225.00	62.94	016°01'37"	31.68	62.73	N20°08'13.5°E
31	710.00	719.16	058°02'07"	393.84	688.81	N57°10'05.5°E
32	575.00	195.88	019°31'05"	98.90	194.93	S84°03'18.5°E
33	375.00	134.24	020°30'39"	67.85	133.53	S64°02'26.5°E
34	375.00	279.12	042°38'48"	146.38	272.72	S32°27'43.0°E
35	55.00	17.77	018°30'59"	8.97	17.70	S01°52'49.5°E
36	55.00	119.55	124°31'58"	104.61	97.36	S54°53'19.0°E
37	55.00	16.65	017°20'29"	8.39	16.58	N71°30'56.5°E
38	25.00	40.62	093°05'55"	26.39	36.30	S53°15'51.5°E
39	25.00	40.62	093°05'55"	26.39	36.30	S33°38'13.5°W
40	25.00	39.28	090°00'52"	25.01	35.36	N54°48'23.0°W
41	425.00	326.27	043°59'10"	171.65	318.32	N31°47'32.0°W
42	425.00	152.14	020°30'39"	76.89	151.33	N64°02'26.5°W
43	25.00	38.85	089°02'30"	24.59	35.06	N29°46'31.0°W
44	175.00	79.25	025°56'46"	40.32	78.57	N27°43'07.0°E
45	25.00	39.27	090°00'00"	25.00	35.36	N85°41'30.0°E
46	25.00	39.27	090°00'00"	25.00	35.36	S04°18'30.0°E
47	225.00	101.89	025°56'46"	51.83	101.02	S27°43'07.0°W
48	25.00	37.34	085°35'18"	23.15	33.97	S57°32'23.0°W
49	625.00	154.33	014°08'53"	77.56	153.94	N86°44'24.5°W
50	760.00	78.73	005°56'07"	39.40	78.70	S83°13'05.5°W
51	25.00	37.68	086°20'53"	23.46	34.21	N56°34'31.5°W
52	225.00	141.01	035°54'25"	72.90	138.71	N31°21'17.5°W
53	25.00	39.27	090°00'00"	25.00	35.36	N04°18'30.0°W
54	25.00	39.27	090°00'00"	25.00	35.36	N85°41'30.0°E
55	50.00	52.36	060°00'00"	28.87	50.00	S19°18'30.0°E
56	50.00	209.44	240°00'00"	---	86.60	N70°41'30.0°E
57	25.00	39.27	090°00'00"	25.00	35.36	N04°18'30.0°W
58	25.00	39.27	090°00'00"	25.00	35.36	N85°41'30.0°E
59	25.00	39.27	090°00'00"	25.00	35.36	N85°41'30.0°E
60	175.00	109.67	035°54'25"	56.70	107.89	S31°21'17.5°E
61	25.00	37.68	086°20'53"	23.46	34.21	S29°46'21.5°W
62	760.00	486.17	036°39'08"	251.73	477.93	S54°37'14.0°W
63	25.00	37.68	086°20'53"	23.46	34.21	S79°28'06.5°W
64	225.00	129.08	032°52'13"	66.37	127.32	N73°47'33.5°W
65	25.00	40.17	092°04'03"	25.92	35.99	N44°11'38.5°W
66	175.00	93.91	030°44'45"	48.11	92.79	N17°12'45.5°E
67	575.00	81.35	008°06'21"	40.74	81.28	N36°38'19.5°E
68	25.00	47.37	108°34'25"	34.77	40.60	N17°44'57.5°W
69	275.00	86.86	018°05'51"	43.80	86.50	N45°35'10.5°E
70	175.00	107.30	035°07'46"	55.39	105.62	N72°11'59.0°E
71	175.00	100.42	032°52'41"	51.63	99.05	S73°47'47.5°E
72	25.00	37.68	086°20'53"	23.46	34.21	S14°11'00.5°E
73	760.00	11.14	000°50'24"	5.57	11.14	S28°34'14.0°W
74	25.00	37.77	086°34'13"	23.55	34.28	S71°26'08.5°W
75	225.00	98.01	024°57'23"	49.79	97.23	N77°45'26.5°W
76	275.00	87.35	018°11'58"	44.05	86.98	N81°08'09.0°W
77	25.00	42.16	096°37'25"	28.07	37.34	N61°39'03.5°E
78	325.00	114.58	020°11'54"	57.89	113.98	S80°08'11.0°E
79	175.00	69.22	022°39'49"	35.07	68.77	S78°54'13.5°E
80	25.00	41.77	095°43'21"	27.63	37.08	S19°42'38.5°E
81	275.00	97.10	020°13'45"	49.06	96.59	S18°02'09.5°W
82	25.00	35.71	081°50'35"	21.67	32.75	S48°50'34.5°W
83	25.00	39.27	090°00'00"	25.00	35.36	N45°14'08.0°W
84	275.00	65.15	013°34'29"	32.73	65.00	N06°33'06.5°E
85	235.00	134.85	032°52'41"	69.34	133.01	N73°47'47.5°W
86	265.00	83.38	018°01'41"	42.04	83.04	N08°46'42.5°E
87	265.00	104.77	022°39'10"	53.08	104.09	N78°54'33.0°W
88	112.25	115.28	058°50'30"	63.30	110.28	S74°07'56.0°W
89	784.00	175.07	012°47'40"	87.90	174.71	N82°50'39.0°W
90	185.01	74.07	022°56'20"	37.54	73.58	N77°46'19.0°W
91	315.00	93.23	016°57'28"	46.96	92.89	N74°46'53.0°W
92	12.09	23.88	113°11'45"	18.33	20.19	S40°08'30.5°W
93	43.50	20.41	026°52'46"	10.40	20.22	S29°53'45.0°E
94	30.00	74.95	143°08'12"	90.02	56.92	S28°13'58.0°W
95	100.00	49.54	028°23'10"	25.29	49.04	N13°57'27.0°E
96	440.00	445.68	058°02'07"	244.07	426.87	N57°10'05.5°E
97	305.00	103.90	019°31'05"	52.46	103.40	S84°03'18.5°E
98	105.00	37.59	020°30'39"	19.00	37.39	S64°02'26.5°E
99	105.00	80.58	043°58'18"	42.39	78.62	S31°47'58.0°E

LOT AREA TABLE		
LOT	AREA (SQUARE FEET)	ACRES
LOT 1	5,200	0.119 AC
LOT 2	5,371	0.123 AC
LOT 3	5,371	0.123 AC
LOT 4	5,371	0.123 AC
LOT 5	5,371	0.123 AC
LOT 6	5,371	0.123 AC
LOT 7	5,371	0.123 AC
LOT 8	5,324	0.122 AC
LOT 9	4,950	0.114 AC
LOT 10	4,950	0.114 AC
LOT 11	4,950	0.114 AC
LOT 12	4,950	0.114 AC
LOT 13	6,512	0.149 AC
LOT 14	6,570	0.151 AC
LOT 15	6,565	0.151 AC
LOT 16	6,049	0.139 AC
LOT 17	5,614	0.129 AC
LOT 18	5,739	0.132 AC
LOT 19	5,400	0.124 AC
LOT 20	5,195	0.119 AC
LOT 21	5,110	0.117 AC
LOT 22	5,466	0.125 AC
LOT 23	5,726	0.131 AC
LOT 24	5,639	0.129 AC
LOT 25	5,151	0.118 AC
LOT 26	6,605	0.152 AC
LOT 27	6,904	0.158 AC
LOT 28	6,751	0.155 AC
LOT 29	5,433	0.125 AC
LOT 30	5,433	0.125 AC
LOT 31	5,409	0.124 AC
LOT 32	4,950	0.114 AC
LOT 33	4,950	0.114 AC
LOT 34	4,950	0.114 AC
LOT 35	4,950	0.114 AC
LOT 36	4,950	0.114 AC
LOT 37	5,399	0.124 AC
LOT 38	6,302	0.145 AC
LOT 39	6,256	0.144 AC
LOT 40	8,467	0.194 AC
LOT 41	7,818	0.179 AC
LOT 42	9,476	0.218 AC
LOT 43	7,618	0.175 AC
LOT 44	7,652	0.176 AC
LOT 45	5,749	0.132 AC
LOT 46	4,950	0.114 AC
LOT 47	4,950	0.114 AC
LOT 48	4,950	0.114 AC
LOT 49	4,950	0.114 AC
LOT 50	6,050	0.139 AC
LOT 51	6,050	0.139 AC
LOT 52	6,112	0.140 AC
LOT 53	5,018	0.115 AC
LOT 54	5,018	0.115 AC
LOT 55	5,018	0.115 AC
LOT 56	5,018	0.115 AC
LOT 57	5,277	0.121 AC
LOT 58	5,036	0.116 AC
LOT 59	4,950	0.114 AC
LOT 60	4,950	0.114 AC
LOT 61	6,886	0.158 AC
LOT 62	5,911	0.136 AC
LOT 63	5,790	0.133 AC
LOT 64	5,622	0.129 AC
LOT 65	5,306	0.122 AC
LOT 66	5,306	0.122 AC
LOT 67	5,306	0.122 AC
LOT 68	5,306	0.122 AC
LOT 69	5,306	0.122 AC
LOT 70	5,306	0.122 AC
LOT 71	6,288	0.144 AC
LOT 72	5,936	0.136 AC
LOT 73	7,395	0.170 AC
LOT 74	5,911	0.136 AC
LOT 75	5,077	0.117 AC
LOT 76	5,007	0.115 AC
LOT 77	5,379	0.123 AC
LOT 78	5,109	0.117 AC
LOT 79	4,950	0.114 AC
LOT 80	4,950	0.114 AC
LOT 81	4,950	0.114 AC
LOT 82	4,950	0.114 AC
LOT 83	4,950	0.114 AC
LOT 84	4,950	0.114 AC
LOT 85	4,950	0.114 AC
LOT 86	5,242	0.120 AC
LOT 87	5,404	0.124 AC
LOT 88	5,060	0.116 AC
LOT 89	4,950	0.114 AC
LOT 90	4,950	0.114 AC

LOT AREA TABLE		
LOT	AREA (SQUARE FEET)	ACRES
LOT 91	6,150	0.141 AC
LOT 92	6,818	0.157 AC
LOT 93	7,440	0.171 AC
LOT 94	6,050	0.139 AC
LOT 95	6,050	0.139 AC
LOT 96	6,903	0.158 AC
LOT 97	7,783	0.179 AC
LOT 98	7,013	0.161 AC
LOT 99	6,050	0.139 AC
LOT 100	6,050	0.139 AC
LOT 101	6,799	0.156 AC
LOT 102	7,204	0.165 AC
LOT 103	7,382	0.169 AC
LOT 104	7,469	0.171 AC
LOT 105	7,463	0.171 AC
LOT 106	7,364	0.169 AC
LOT 107	6,476	0.149 AC
LOT 108	6,325	0.145 AC
LOT 109	6,216	0.143 AC
LOT 110	6,567	0.151 AC
LOT 111	13,246	0.304 AC
LOT 112	6,050	0.139 AC
LOT 113	7,250	0.166 AC
LOT 114	7,719	0.177 AC
LOT 115	6,050	0.139 AC
LOT 116	6,050	0.139 AC
LOT 117	6,050	0.139 AC
LOT 118	6,050	0.139 AC
LOT 119	6,050	0.139 AC
LOT 120	8,423	0.193 AC
LOT 121	6,052	0.139 AC
LOT 122	7,366	0.169 AC
LOT 123	7,257	0.167 AC
LOT 124	6,233	0.143 AC
LOT 125	6,050	0.139 AC
LOT 126	6,050	0.139 AC
LOT 127	18,067	0.415 AC
LOT 128	7,242	0.166 AC
LOT 129	7,019	0.161 AC
LOT 130	6,293	0.144 AC
LOT 131	6,050	0.139 AC
LOT 132	6,050	0.139 AC
LOT 133	6,050	0.139 AC
LOT 134	6,050	0.139 AC
LOT 135	6,050	0.139 AC
LOT 136	6,050	0.139 AC
LOT 137	6,048	0.139 AC
LOT 138	6,048	0.139 AC
LOT 139	6,050	0.139 AC
LOT 140	6,050	0.139 AC
LOT 141	6,050	0.139 AC
LOT 142	6,050	0.139 AC
LOT 143	6,050	0.139 AC
LOT 144	6,050	0.139 AC
LOT 145	6,050	0.139 AC
LOT 146	6,050	0.139 AC
LOT 147	6,026	0.138 AC
LOT 148	43,597	1.001 AC
LOT 149	43,604	1.001 AC
LOT 150	43,612	1.001 AC
LOT 151	43,619	1.001 AC
LOT 152	6,463	0.148 AC
LOT 153	6,600	0.152 AC
LOT 154	6,600	0.152 AC
LOT 155	6,600	0.152 AC
LOT 156	6,600	0.152 AC
LOT 157	6,600	0.152 AC
LOT 158	6,600	0.152 AC
LOT 159	6,600	0.152 AC
LOT 160	6,600	0.152 AC
LOT 161	6,600	0.152 AC
LOT 162	6,407	0.147 AC
LOT 163	6,523	0.150 AC
LOT 164	6,831	0.157 AC
LOT 165	5,676	0.130 AC
LOT 166	6,050	0.139 AC
LOT 167	6,050	0.139 AC
LOT 168	6,050	0.139 AC
LOT 169	6,050	0.139 AC
LOT 170	6,050	0.139 AC
LOT 171	5,163	0.119 AC
LOT 172	5,285	0.121 AC
LOT 173	5,285	0.121 AC
LOT 174	5,285	0.121 AC
LOT 175	5,285	0.121 AC
LOT 176	5,285	0.121 AC
LOT 177	5,285	0.121 AC
LOT 178	5,285	0.121 AC
LOT 179	5,285	0.121 AC
LOT 180	5,285	0.121 AC

CVL Contact:	R. ALCOCER
CVL Project #:	01-0234301
CVL File #:	





COUNTY SEAL

CVL
CONSULTANTS

4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

NO.	REVISION	DATE

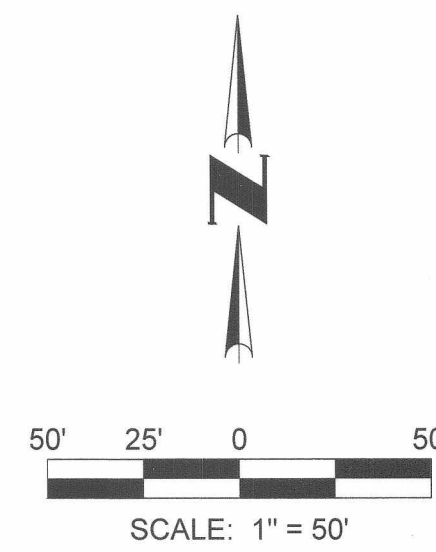
FINAL PLAT

SAN TAN HEIGHTS, PARCELS D1 & D2
 PINAL COUNTY, ARIZONA

33851
RICHARD G. ALCOER

4 SHEET OF 8

CVL Contact: R. ALCOER
 CVL Project #: 01-0234301
 CVL File #:



SEE SHEET 2 FOR CURVE TABLE AND LOT AREA TABLE



CVL CONSULTANTS

4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
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DATE

REVISION

NO.

FINAL PLAT

SAN TAN HEIGHTS, PARCELS D1 & D2
PINAL COUNTY, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
ARIZONA

5 SHEET OF 8

CVL Contact: R. ALCOCER

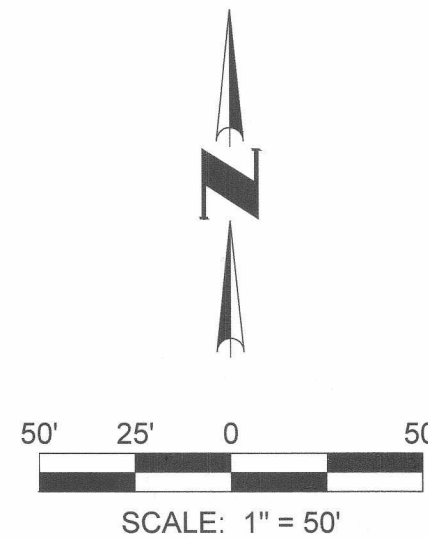
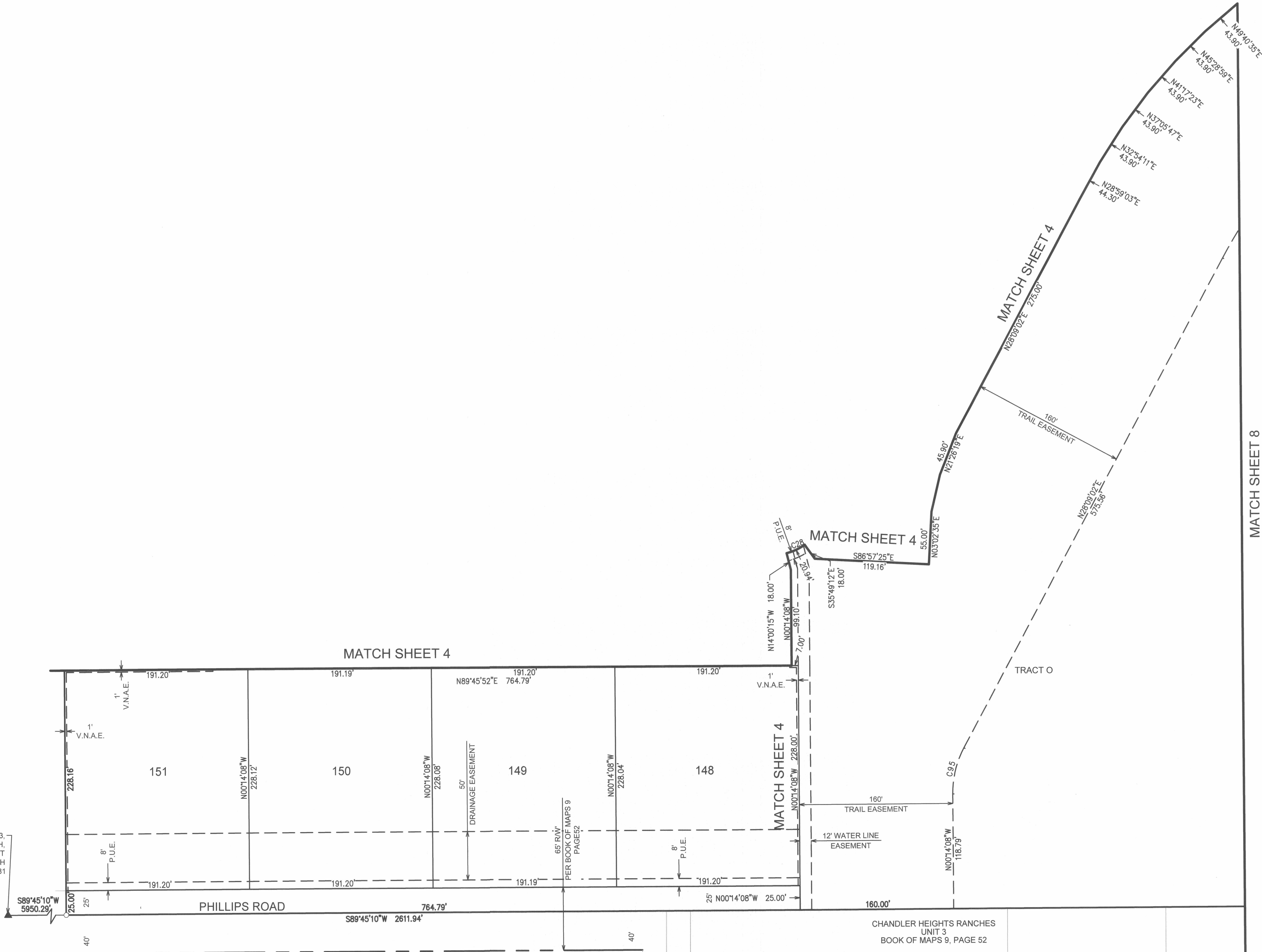
CVL Project #: 01-0234301

CVL File #:

Coe & Van Loo Consultants, Inc.

CASE #FP15-023

WEST 1/4 CORNER, SECTION 13,
TOWNSHIP 3 SOUTH,
RANGE 7 EAST
FOUND BRASS CAP FLUSH
LS#22281



SEE SHEET 2 FOR CURVE
TABLE AND LOT AREA TABLE

COUNTY SEAL

DATE

REVISION

NO.

FINAL PLAT

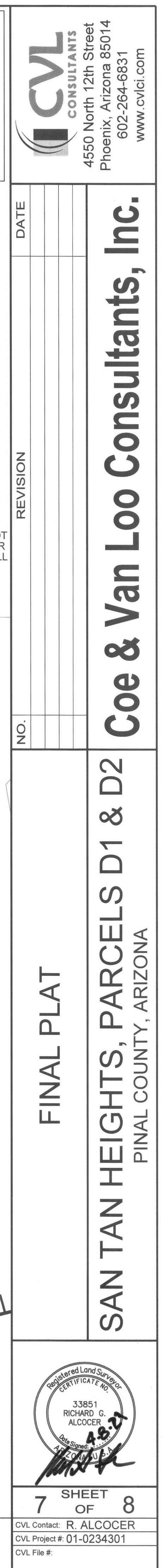
SAN TAN HEIGHTS, PARCELS D1 & D2
PINAL COUNTY, ARIZONA

Coe & Van Loo Consultants, Inc.

Registered Land Surveyor
CERTIFICATE NO. 33851
RICHARD G. ALCOCKER
Surveyor
6 SHEET OF 8
CVL Contact: R. ALCOCKER
CVL Project #: 01-0234301
CVL File #:

CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

CASE #FP15-023





AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 64

Dept. #: 311

Dept. Name: Public Works

Director: Andrew Smith

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Resolution No. 050521-RD20-097 correcting Resolution No. 042121-RD20-097, recorded on April 28, 2021, by Fee Number 2021-052813, amending grantor name to El Dorado Bella Vista LLC, an Arizona limited liability company. (RD20-097) (Joe Ortiz/Andrew Smith)

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

There aren't any expected fiscal considerations or impacts to General Fund associated with this agenda item.

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

There are no expected performance impacts associated with this agenda item.

MOTION:

Approved as presented

History	Who	Approval
Time		
4/26/2021 3:03 PM	County Attorney	Yes
4/27/2021 9:16 AM	Budget Office	Yes
4/27/2021 9:42 AM	County Manager	Yes
4/30/2021 10:35 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Resolution](#)

When recorded return to:
Clerk of the Board
P.O. Box 827
Florence AZ 85132

RESOLUTION NO. _____

A RESOLUTION OF THE PINAL COUNTY, ARIZONA BOARD OF SUPERVISORS CORRECTING RESOLUTION NUMBER 042121-RD20-097 RECORDED ON APRIL 28, 2021 BY FEE #2021-052813, AMENDING GRANTOR NAME TO EL DORADO BELLA VISTA LLC.

WHEREAS, on April 21, 2021 the Pinal County Board of Supervisors adopted resolution number 042121-RD20-097 accepting a revised Drainage Easement from PB Bella Vista LLC, an Arizona limited liability company, as ("Grantor") granting a non-exclusive drainage easement to Pinal County, a political subdivision of the State of Arizona, as ("Grantee") for the benefit of the public (Exhibit A);

WHEREAS, the correct Grantor of the Drainage Easement is El Dorado Bella Vista LLC, an Arizona limited liability company.

WHEREAS, it is in the best interests of Pinal County that the revised Drainage Easement with correct Grantor be accepted by the Pinal County Board of Supervisors on behalf of the public for non-exclusive drainage purposes.

THEREFORE, BE IT RESOLVED by the Pinal County Board of Supervisors that the record shall reflect that the revised Drainage Easement accepted by resolution number 042121-RD20-097 was granted by El Dorado Bella Vista, LLC and is accepted for non-exclusive drainage purposes.

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon recording of said Resolution with the Office of the County Recorder, Pinal County, Arizona.

PASSED AND ADOPTED this _____ day of _____, 2021, by the
PINAL COUNTY BOARD OF SUPERVISORS.

Chairman of the Board

ATTEST:

Clerk/Deputy Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

**EXHIBIT A
TO
RESOLUTION NO. 042121-RD20-097**

[Resolution Recorded Aril 28, 2021 – Fee #2021-052813]

See following pages



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Virginia Ross

When recorded return to:
Clerk of the Board
P.O. Box 827
Florence AZ 85132

DATE/TIME: 04/28/2021 1334
FEE: \$0.00
PAGES: 69
FEE NUMBER: 2021-052813

RESOLUTION NO. 042121-RD20-097

**A RESOLUTION OF THE PINAL COUNTY, ARIZONA, BOARD OF
SUPERVISORS ACCEPTING A REVISED DRAINAGE EASEMENT**

WHEREAS, on August 13, 2019, a Drainage Easement was executed by PB Bella Vista LLC, an Arizona limited liability company, as ("Grantor") granting a non-exclusive drainage easement to Pinal County, a political subdivision of the State of Arizona, as ("Grantee") for the benefit of the public; and

WHEREAS, by Resolution No. 0911819-RD19-015 the Pinal County Board of Supervisors accepted September 18, 2019 Drainage Easement and recorded Drainage Easement on September 20, 2019 (Exhibit A); and

WHEREAS, to correct a defect in the Legal Descriptions of the Drainage Easement, PB Bella Vista LLC executed revised Legal Descriptions on March 30, 2021 copies of which are attached hereto as Exhibit B; with attachments; and

WHEREAS, it is in the best interests of Pinal County that the revised Legal Descriptions be accepted by the Pinal County Board of Supervisors on behalf of the public for non-exclusive drainage purposes.

THEREFORE, BE IT RESOLVED by the Pinal County Board of Supervisors that the revised Drainage Easement and Legal Descriptions hereby is accepted.

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon recording of said Resolution with the Office of the County Recorder, Pinal County, Arizona.

PASSED AND ADOPTED this 21st day of April, 2021, by the
PINAL COUNTY BOARD OF SUPERVISORS.


Chairman of the Board

RESOLUTION NO. 042121-RD20-097



ATTEST:

A handwritten signature in blue ink, appearing to be "C. K. ...", is written over a horizontal line.

Clerk/Deputy Clerk of the Board

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to be "Kevin S. ...", is written over a horizontal line.

Deputy County Attorney

EXHIBIT A
TO
RESOLUTION NO. 042121-2020-097

[Drainage Easement Recorded 9/29/2019]

See following pages



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Virginia Ross

When recorded return to:

Clerk of the Board
PO Box 827
Florence, AZ 85132

DATE/TIME: 09/20/2019 1613

FEE: \$0.00

PAGES: 28

FEE NUMBER: 2019-079138

DRAINAGE EASEMENT

EXEMPT: A.R.S. § 11-1134(A)(2)

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, El Dorado Bella Vista LLC, an Arizona limited liability company ("**Grantor**") does hereby grant and convey to Pinal County, a political subdivision of the State of Arizona ("**Grantee**"), for the benefit of the public, a non-exclusive drainage easement upon, over, across and through that certain parcel of land situated in Pinal County, Arizona, and described in the attached **Exhibit A**. The drainage easement shall be for any drainage purpose including without limitation retention, detention, conveyance and blockage of surface water flows. No use by the Grantor of the area subject to the Drainage Easement shall prohibit or interfere with the drainage use by the public.

All provisions herein shall be binding upon the successors and assigns of the Grantor.

[Signature Page Follows]

DATED this 13 day of August, 2019.

GRANTOR:

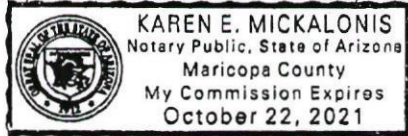
El Dorado Bella Vista LLC, an Arizona limited liability company

By: El Dorado Holdings, Inc., an Arizona corporation
Its: Administrative Agent

By: Linda Cheney
Its: Vice President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me on this 13 day of August, 2019, by Linda Cheney, as Vice President of El Dorado Holdings, Inc., an Arizona corporation, the Administrative Agent of El Dorado Bella Vista LLC, an Arizona limited liability company, for and on behalf thereof.



Notary Seal/Stamp

Karen E. Mickalonis
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

**BELLA VISTA FARMS
DRAINAGE EASEMENT 4
LEGAL DESCRIPTION**

Portions of land being situated within the South half of Section 9, the Southwest quarter of Section 10, Section 15 and Section 16, Township 3 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, being more particularly described as follows:

PARCEL #1:

A portion of the land as described within the Special Warranty Deeds recorded in Fee No.s 2016-058291 & 2019-010035, Pinal County Records, Arizona, being a portion of the Southwest quarter of Section 15, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a found 3-1/4 inch SRP aluminum cap accepted as the South quarter corner of said Section 15 from which a found 3 inch aluminum cap accepted as the Southwest corner thereof bears South 89°33'57" West, 2690.52 feet;

Thence North 02°17'46" West, 40.02 feet along the east line of said Southwest quarter;

Thence leaving said east line, South 89°33'57" West, 63.03 feet along a line that is parallel with and 40.00 feet north of the south line of said Southwest quarter to the **POINT OF BEGINNING**;

Thence continuing along said parallel line, South 89°33'57" West, 1062.66 feet;

Thence leaving said parallel line, North 00°26'03" West, 138.00 feet along a line that is parallel with and 50.00 feet east of the west line of said Fee No. 2016-058291;

Thence leaving said parallel line, North 89°33'57" East, 941.11 feet along a line that is parallel with and 178.00 feet north of said south line;

Thence leaving said parallel line, North 02°17'46" West, 142.09 feet along a line that is parallel with and 180.00 feet west of the east line of said Southwest quarter;

Thence leaving said parallel line, North 87°42'14" East, 117.00 feet;

Thence South 02°17'46" East, 283.97 feet along a line that is parallel with and 63.00 feet west of said east line to the **POINT OF BEGINNING**.

PARCEL #2:

A portion of land being situated within the South half of Section 9, the Southwest quarter of Section 10, the north half of Section 15 and Section 16, Township 3 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, being more particularly described as follows:

COMMENCING at a found 5/8 inch rebar with 2 inch aluminum cap accepted as the Northeast corner of said Section 16 from which a found 3-1/4 inch aluminum cap accepted as the North quarter corner thereof bears South 89°11'59" West, 2711.53 feet;

Thence North 89°37'34" East, 220.00 feet along the north line of the Northwest quarter of said Section 15 to the **POINT OF BEGINNING**;

Thence leaving said north line, South 00°22'26" East, 50.00 feet;

Thence South 89°37'34" West, 219.81 feet along a line that is parallel and 50.00 feet south of said north line;

Thence leaving said parallel line, South 02°17'21" East, 473.89 feet;

Thence South 08°59'01" East, 177.54 feet to a non-tangent curve, concave southwesterly, having a radius of 1430.00 feet, the center of which bears South 64°37'49" West;

Thence southeasterly along said curve, through a central angle of 06°57'19", an arc length of 173.59 feet to a tangent line;

Thence South 18°24'52" East, 805.05 feet;

Thence South 25°00'50" East, 271.34 feet;

Thence South 86°25'37" East, 53.56 feet;

Thence South 40°10'14" East, 272.56 feet;

Thence South 03°30'57" West, 71.73 feet to a non-tangent curve, concave northeasterly, having a radius of 1404.00 feet, the center of which bears North 45°52'00" East;

Thence southeasterly along said curve, through a central angle of 25°02'49", an arc length of 613.76 feet to the beginning of a tangent compound curve, concave northerly, having a radius of 195.00 feet;

Thence easterly along said curve, through a central angle of 41°36'38", an arc length of 141.62 feet to the beginning of a tangent reverse curve, concave southerly, having a radius of 355.00 feet;

Thence easterly along said curve, through a central angle of 25°15'59", an arc length of 156.55 feet to a tangent line;

Thence South 85°31'28" East, 214.63 feet to the beginning of a tangent curve, concave southerly, having a radius of 455.00 feet;

Thence easterly along said curve, through a central angle of 16°06'07", an arc length of 127.87 feet to the beginning of a tangent reverse curve, concave northerly, having a radius of 245.00 feet;

Thence easterly along said curve, through a central angle of $25^{\circ}13'46''$, an arc length of 107.88 feet to a tangent line;

Thence North $85^{\circ}20'53''$ East, 62.78 feet to the beginning of a tangent curve, concave southerly, having a radius of 155.00 feet;

Thence easterly along said curve, through a central angle of $04^{\circ}26'36''$, an arc length of 12.02 feet to a tangent line;

Thence North $89^{\circ}47'28''$ East, 161.98 feet to the beginning of a tangent curve, concave southerly, having a radius of 205.00 feet;

Thence easterly along said curve, through a central angle of $11^{\circ}26'26''$, an arc length of 40.93 feet to a tangent line;

Thence South $78^{\circ}46'06''$ East, 70.85 feet to the beginning of a tangent curve, concave northerly, having a radius of 195.00 feet;

Thence easterly along said curve, through a central angle of $11^{\circ}26'26''$, an arc length of 38.94 feet to a tangent line;

Thence North $89^{\circ}47'28''$ East, 242.05 feet;

Thence North $87^{\circ}58'10''$ East, 214.29 feet;

Thence North $02^{\circ}01'50''$ West, 13.37 feet along the east line of the Northwest quarter of said Section 15;

Thence leaving said east line, North $87^{\circ}58'10''$ East, 75.00 feet;

Thence South $02^{\circ}01'50''$ East, 117.07 feet along a line that is parallel with and 75.00 feet east of said east line;

Thence South $89^{\circ}32'48''$ West, 75.03 feet along the south line of the Northeast quarter of said Section 15 to a found 5/8 inch rebar accepted as the Center of said Section 15;

Thence North $02^{\circ}01'50''$ West, 74.60 feet along the east line of the Northwest quarter of said Section 15;

Thence leaving said east line, South $87^{\circ}58'10''$ West, 63.00 feet;

Thence South $02^{\circ}01'50''$ East, 2.00 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 25.00 feet;

Thence southwesterly along said curve, through a central angle of $89^{\circ}44'26''$, an arc length of 39.16 feet to a tangent line;

Thence South $87^{\circ}42'36''$ West, 153.27 feet;

Thence North $02^{\circ}17'24''$ West, 7.56 feet;

Thence South $89^{\circ}47'28''$ West, 216.67 feet to the beginning of a tangent curve, concave northerly, having a radius of 243.00 feet;

Thence westerly along said curve, through a central angle of $11^{\circ}26'26''$, an arc length of 48.52 feet to a tangent line;

Thence North $78^{\circ}46'06''$ West, 70.85 feet to the beginning of a tangent curve, concave southerly, having a radius of 157.00 feet;

Thence westerly along said curve, through a central angle of $11^{\circ}26'26''$, an arc length of 31.35 feet to a tangent line;

Thence South $89^{\circ}47'28''$ West, 94.69 feet;

Thence South $02^{\circ}17'24''$ East, 46.25 feet;

Thence South $87^{\circ}42'36''$ West, 138.27 feet;

Thence North $02^{\circ}17'24''$ West, 46.09 feet to a non-tangent curve, concave northerly, having a radius of 293.00 feet, the center of which bears North $04^{\circ}39'07''$ West;

Thence westerly along said curve, through a central angle of $25^{\circ}13'46''$, an arc length of 129.02 feet to the beginning of a tangent reverse curve, concave southerly, having a radius of 407.00 feet;

Thence westerly along said curve, through a central angle of $16^{\circ}06'07''$, an arc length of 114.38 feet to a tangent line;

Thence North $85^{\circ}31'28''$ West, 214.63 feet;

Thence North $88^{\circ}46'02''$ West, 34.73 feet;

Thence South $10^{\circ}23'29''$ West, 92.27 feet to a non-tangent curve, concave northerly, having a radius of 1452.00 feet, the center of which bears North $10^{\circ}23'29''$ East;

Thence westerly along said curve, through a central angle of $03^{\circ}58'46''$, an arc length of 100.85 feet to a non-tangent line;

Thence North $14^{\circ}04'33''$ West, 42.07 feet to a non-tangent curve, concave northerly, having a radius of 243.00 feet, the center of which bears North $14^{\circ}04'33''$ West;

Thence westerly along said curve, through a central angle of $34^{\circ}53'44''$, an arc length of 148.00 feet to the beginning of a tangent compound curve, concave northeasterly, having a radius of 1452.00 feet;

Thence northwesterly along said curve, through a central angle of $50^{\circ}45'57''$, an arc length of 1286.52 feet to a tangent line;

Thence North 18°24'52" West, 805.05 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 1398.00 feet;

Thence northwesterly along said curve, through a central angle of 09°33'32", an arc length of 233.24 feet to a non-tangent line;

Thence North 08°59'01" West, 128.98 feet;

Thence North 02°17'21" West, 478.11 feet;

Thence South 89°11'59" West, 2661.33 feet along a line that is parallel with and 50.00 feet south of the north line of the Northeast quarter of said Section 16;

Thence South 89°11'48" West, 821.73 feet along a line that is parallel with and 50.00 feet south of the north line of the Northwest quarter of said Section 16;

Thence leaving said parallel line, South 65°25'50" West, 206.35 feet;

Thence South 24°34'10" East, 50.00 feet;

Thence South 65°25'50" West, 85.00 feet;

Thence South 24°34'10" East, 55.87 feet;

Thence South 38°36'20" East, 3783.61 feet;

Thence South 79°00'31" East, 193.42 feet;

Thence North 51°02'41" East, 1230.49 feet;

Thence South 38°57'19" East, 10.00 feet;

Thence North 51°02'41" East, 748.51 feet;

Thence North 38°57'19" West, 42.95 feet;

Thence North 01°09'12" East, 72.78 feet;

Thence North 18°21'37" West, 164.87 feet;

Thence North 66°16'57" East, 33.79 feet to a non-tangent curve, concave northeasterly, having a radius of 1548.00 feet, the center of which bears North 66°16'57" East;

Thence southeasterly along said curve, through a central angle of 11°25'50", an arc length of 308.83 feet to a non-tangent line;

Thence South 51°02'41" West, 2176.46 feet along the southerly line of the property as described within the Special Warranty Deed recorded in Fee No. 2016-058294, Pinal County Records, Arizona;

Thence leaving said northerly line, North 79°00'31" West, 157.76 feet;

Thence North 39°00'38" West, 3895.72 feet;

Thence North 24°34'10" West, 308.80 feet;

Thence North 39°00'38" West, 1008.50 feet;

Thence North 50°59'22" East, 115.00 feet;

Thence South 39°00'38" East, 1023.07 feet;

Thence South 24°34'10" East, 43.37 feet;

Thence North 65°25'50" East, 85.00 feet;

Thence South 24°34'10" East, 50.00 feet;

Thence North 65°25'50" East, 229.50 feet;

Thence North 89°11'48" East, 844.88 feet along a line that is parallel with and 60.00 feet north of the north line of the Northwest quarter of said Section 16;

Thence North 89°11'59" East, 2711.76 feet along a line that is parallel with and 60.00 feet north of the north line of the Northeast quarter of said Section 16;

Thence North 89°37'34" East, 220.22 feet along a line that is parallel with and 60.00 feet north of the north line of the Northwest quarter of said Section 15;

Thence leaving said parallel line, South 00°22'26" East, 60.00 feet to the **POINT OF BEGINNING**;

PARCEL #3:

A portion of that land as described within the Special Warranty Deed recorded in Fee No. 2016-058294, Pinal County Records, Arizona, being a portion of the Northeast quarter of Section 16, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a found 5/8 inch rebar with 2 inch aluminum cap accepted as the Northeast corner of said Section 16 from which a found 3-1/4 inch aluminum cap accepted as the North quarter corner thereof bears South 89°11'59" West, 2711.53 feet;

Thence South 02°17'21" West, 307.72 feet along the east line of said Northeast quarter;

Thence leaving said east line, South 87°42'39" West, 409.27 feet to the **POINT OF BEGINNING**;

Thence South 44°11'59" West, 16.97 feet;

Thence South 89°11'59" West, 195.45 feet;

Thence North 00°48'01" West, 74.03 feet to the beginning of a tangent curve, concave easterly, having a radius of 42.00 feet;

Thence northerly along said curve, through a central angle of 18°11'42", an arc length of 13.34 feet to the beginning of a tangent reverse curve, concave southwesterly, having a radius of 58.00 feet;

Thence northwesterly along said curve, through a central angle of 126°23'23", an arc length of 127.94 feet to the beginning of a tangent curve, concave northerly, having a radius of 42.00 feet;

Thence westerly along said curve, through a central angle of 18°11'42", an arc length of 13.34 feet to a tangent line;

Thence South 89°11'59" West, 14.95 feet;

Thence North 00°48'01" West, 113.07 feet;

Thence South 50°37'26" East, 372.49 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 1302.00 feet;

Thence southeasterly along said curve, through a central angle of 01°16'48", an arc length of 29.09 feet to the **POINT OF BEGINNING**.

PARCEL #4:

A portion of that land as described within the Special Warranty Deed recorded in Fee No. 2016-058294, Pinal County Records, Arizona, being a portion of the Northeast quarter of Section 16, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a found 5/8 inch rebar with 2 inch aluminum cap accepted as the Northeast corner of said Section 16 from which a found 3-1/4 inch aluminum cap accepted as the North quarter corner thereof bears South 89°11'59" West, 2711.53 feet;

Thence South 02°17'21" West, 699.85 feet along the east line of said Northeast quarter;

Thence leaving said east line, South 87°42'39" West, 121.35 feet to the **POINT OF BEGINNING**;

Thence South 18°18'20" West, 24.50 feet;

Thence South 64°25'14" West, 29.31 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 367.00 feet;

Thence southwesterly along said curve, through a central angle of 16°09'36", an arc length of 103.51 feet to a non-tangent line;

Thence North 00°48'01" West, 202.86 feet;

Thence North 53°49'03" East, 42.91 feet to a non-tangent curve, concave southwesterly, having a radius of 1302.00 feet, the center of which bears South 53°49'03" West;

Thence southeasterly along said curve, through a central angle of 08°22'23", an arc length of 190.27 feet to the **POINT OF BEGINNING**.

PARCEL #5:

A portion of that land as described within the Special Warranty Deed recorded in Fee No. 2016-058294, Pinal County Records, Arizona, being a portion of the Northwest quarter of Section 15 and the Northeast quarter of Section 16, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a found 5/8 inch rebar with 2 inch aluminum cap accepted as the Northeast corner of said Section 16 from which a found 3-1/4 inch aluminum cap accepted as the North quarter corner thereof bears South 89°11'59" West, 2711.53 feet;

Thence South 02°17'21" West, 948.61 feet along the east line of said Northeast quarter;

Thence leaving said east line, South 87°42'39" West, 31.26 feet to the **POINT OF BEGINNING**;

Thence South 18°24'52" East, 440.00 feet;

Thence South 71°35'08" West, 50.00 feet;

Thence North 61°24'53" West, 102.64 feet;

Thence North 18°24'52" West, 51.00 feet;

Thence North 11°30'59" East, 140.29 feet;

Thence North 18°24'52" West, 192.35 feet;

Thence North 71°35'08" East, 50.00 feet to the **POINT OF BEGINNING**.

PARCEL #6:

A portion of that land as described within the Special Warranty Deed recorded in Fee No. 2016-058294, Pinal County Records, Arizona, being a portion of the Northeast quarter of

Section 16, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a found 5/8 inch rebar with 2 inch aluminum cap accepted as the Northeast corner of said Section 16 from which a found 3-1/4 inch aluminum cap accepted as the North quarter corner thereof bears South 89°11'59" West, 2711.53 feet;

Thence South 89°11'59" West, 2553.40 feet along the north line of said Northeast quarter;

Thence leaving said north line, South 00°48'01" East, 178.19 feet to the **POINT OF BEGINNING**;

Thence continuing South 00°48'01" East, 130.00 feet;

Thence South 89°11'59" West, 77.00 feet;

Thence North 00°48'01" West, 130.00 feet;

Thence North 89°11'59" East, 77.00 feet to the **POINT OF BEGINNING**.

PARCEL #7:

A portion of that land as described within the Special Warranty Deed recorded in Fee No. 2016-058294, Pinal County Records, Arizona, being a portion of the Northeast quarter of Section 16, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a found 5/8 inch rebar with 2 inch aluminum cap accepted as the Northeast corner of said Section 16 from which a found 3-1/4 inch aluminum cap accepted as the North quarter corner thereof bears South 89°11'59" West, 2711.53 feet;

Thence South 89°11'59" West, 2230.78 feet along the north line of said Northeast quarter;

Thence leaving said north line, South 00°48'01" East, 645.00 feet to the **POINT OF BEGINNING**;

Thence continuing South 00°48'01" East, 111.86 feet;

Thence South 48°31'36" East, 18.34 feet to a non-tangent curve, concave easterly, having a radius of 58.00 feet, the center of which bears South 52°40'45" East;

Thence southerly along said curve, through a central angle of 75°43'52", an arc length of 76.66 feet to a non-tangent line;

Thence South 36°18'41" West, 28.40 feet to a non-tangent curve, concave northeasterly, having a radius of 612.00 feet, the center of which bears North 36°18'41" East;

Thence northwesterly along said curve, through a central angle of 44°54'17", an arc length of 479.65 feet to a non-tangent line;

Thence North 89°11'59" East, 117.76 feet to a non-tangent curve, concave easterly, having a radius of 58.00 feet, the center of which bears South 80°52'19" East;

Thence southerly along said curve, through a central angle of 47°27'06", an arc length of 48.03 feet to a non-tangent line;

Thence South 00°48'01" East, 132.67 feet;

Thence South 45°48'04" East, 9.90 feet;

Thence North 89°11'54" East, 104.80 feet to the **POINT OF BEGINNING**.

PARCEL #8:

A portion of that land as described within the Special Warranty Deed recorded in Fee No. 2016-058294, Pinal County Records, Arizona, being a portion of the Northeast quarter of Section 16, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a found 5/8 inch rebar with 2 inch aluminum cap accepted as the Northeast corner of said Section 16 from which a found 3-1/4 inch aluminum cap accepted as the North quarter corner thereof bears South 89°11'59" West, 2711.53 feet;

Thence South 89°11'59" West, 2505.10 feet along the north line of said Northeast quarter;

Thence leaving said north line, South 00°48'01" East, 1043.97 feet to the **POINT OF BEGINNING**;

Thence North 51°02'41" East, 240.86 feet to a non-tangent curve, concave northeasterly, having a radius of 688.00 feet, the center of which bears North 40°04'54" East;

Thence southeasterly along said curve, through a central angle of 02°03'14", an arc length of 24.66 feet to a non-tangent line;

Thence South 36°18'41" West, 135.87 feet to a non-tangent curve, concave southerly, having a radius of 58.00 feet, the center of which bears South 05°36'27" West;

Thence westerly along said curve, through a central angle of 62°45'27", an arc length of 63.53 feet to the beginning of a tangent reverse curve, concave northwesterly, having a radius of 42.00 feet;

Thence southwesterly along said curve, through a central angle of 18°11'42", an arc length of 13.34 feet to a tangent line;

Thence South 51°02'41" West, 42.67 feet;

Thence North 38°57'19" West, 47.00 feet to the **POINT OF BEGINNING**.

PARCEL #9:

A portion of that land as described within the Special Warranty Deed recorded in Fee No. 2016-058294, Pinal County Records, Arizona, being a portion of the Northeast quarter of Section 16, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a found 5/8 inch rebar with 2 inch aluminum cap accepted as the Northeast corner of said Section 16 from which a found 3-1/4 inch aluminum cap accepted as the North quarter corner thereof bears South 89°11'59" West, 2711.53 feet;

Thence South 89°11'59" West, 1902.89 feet along the north line of said Northeast quarter;

Thence leaving said north line, South 00°48'01" East, 935.00 feet to the **POINT OF BEGINNING**;

Thence South 01°03'02" East, 214.20 feet;

Thence North 89°12'23" East, 117.37 feet;

Thence South 00°48'01" East, 69.57 feet to the beginning of a tangent curve, concave westerly, having a radius of 42.00 feet;

Thence southerly along said curve, through a central angle of 18°11'42", an arc length of 13.34 feet to the beginning of a tangent reverse curve, concave southeasterly, having a radius of 58.00 feet;

Thence southwesterly along said curve, through a central angle of 19°54'11", an arc length of 20.15 feet to a non-tangent line;

Thence South 48°34'02" West, 18.57 feet;

Thence North 41°25'58" West, 169.04 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 1038.00 feet;

Thence northwesterly along said curve, through a central angle of 12°15'21", an arc length of 222.03 feet to a tangent line;

Thence North 53°41'19" West, 23.44 feet;

Thence North 49°33'46" East, 57.36 feet;

Thence North 89°58'58" East, 146.82 feet to the **POINT OF BEGINNING**.

PARCEL #10:

A portion of that land as described within the Special Warranty Deed recorded in Fee No. 2016-058294, Pinal County Records, Arizona, being a portion of the Northeast quarter of

Section 16, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a found 5/8 inch rebar with 2 inch aluminum cap accepted as the Northeast corner of said Section 16 from which a found 3-1/4 inch aluminum cap accepted as the North quarter corner thereof bears South 89°11'59" West, 2711.53 feet;

Thence South 89°11'59" West, 1666.58 feet along the north line of said Northeast quarter;

Thence leaving said north line, South 00°48'01" East, 1303.00 feet to the **POINT OF BEGINNING**;

Thence continuing South 00°48'01" East, 118.61 feet;

Thence North 89°59'00" East, 157.01 feet;

Thence South 00°48'01" East, 91.74 feet;

Thence South 17°23'41" West, 63.57 feet to a non-tangent curve, concave northeasterly, having a radius of 562.00 feet, the center of which bears North 41°00'35" East;

Thence northwesterly along said curve, through a central angle of 07°33'26", an arc length of 74.13 feet to a tangent line;

Thence North 41°25'58" West, 268.60 feet;

Thence North 71°00'18" East, 44.96 feet to the beginning of a tangent curve, concave southerly, having a radius of 42.00 feet;

Thence easterly along said curve, through a central angle of 18°11'42", an arc length of 13.34 feet to a tangent line;

Thence North 89°11'59" East, 33.78 feet to the **POINT OF BEGINNING**.

PARCEL #11:

A portion of that land as described within the Special Warranty Deed recorded in Fee No. 2016-058294, Pinal County Records, Arizona, being a portion of the Northeast quarter of Section 16, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a found 5/8 inch rebar with 2 inch aluminum cap accepted as the Northeast corner of said Section 16 from which a found 3-1/4 inch aluminum cap accepted as the North quarter corner thereof bears South 89°11'59" West, 2711.53 feet;

Thence South 89°11'59" West, 1847.01 feet along the north line of said Northeast quarter;

Thence leaving said north line, South 00°48'01" East, 1329.99 feet to the **POINT OF BEGINNING**;

Thence South 41°25'58" East, 319.51 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 638.00 feet;

Thence southeasterly along said curve, through a central angle of 15°47'30", an arc length of 175.84 feet to a non-tangent line;

Thence South 32°46'32" West, 25.23 feet;

Thence North 87°17'37" West, 69.25 feet;

Thence South 69°40'52" West, 62.52 feet;

Thence North 23°36'51" West, 51.13 feet;

Thence North 05°33'53" East, 30.36 feet;

Thence North 15°17'03" West, 64.93 feet;

Thence North 38°57'19" West, 301.87 feet;

Thence North 48°34'02" East, 28.71 feet to the **POINT OF BEGINNING**.

PARCEL #12:

A portion of that land as described within the Special Warranty Deed recorded in Fee No. 2016-058294, Pinal County Records, Arizona, being a portion of the Northeast quarter of Section 16, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a found 5/8 inch rebar with 2 inch aluminum cap accepted as the Northeast corner of said Section 16 from which a found 3-1/4 inch aluminum cap accepted as the North quarter corner thereof bears South 89°11'59" West, 2711.53 feet;

Thence South 89°11'59" West, 1209.76 feet along the north line of said Northeast quarter;

Thence leaving said north line, South 00°48'01" East, 1593.00 feet to the **POINT OF BEGINNING**;

Thence continuing South 00°48'01" East, 123.30 feet to a non-tangent curve, concave northeasterly, having a radius of 562.00 feet, the center of which bears North 04°48'58" East;

Thence northwesterly along said curve, through a central angle of 27°37'38", an arc length of 270.99 feet to a non-tangent line;

Thence North 32°26'36" East, 40.69 feet;

Thence North 89°11'59" East, 230.78 feet to the **POINT OF BEGINNING**.

PARCEL #13:

A portion of that land as described within the Special Warranty Deed recorded in Fee No. 2016-058294, Pinal County Records, Arizona, being a portion of the Northeast quarter of Section 16, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a found 5/8 inch rebar with 2 inch aluminum cap accepted as the Northeast corner of said Section 16 from which a found 3-1/4 inch aluminum cap accepted as the North quarter corner thereof bears South 89°11'59" West, 2711.53 feet;

Thence South 89°11'59" West, 795.21 feet along the north line of said Northeast quarter;

Thence leaving said north line, South 00°48'01" East, 1795.09 feet to a non-tangent curve, concave northerly, having a radius of 1307.00 feet, the center of which bears North 01°09'40" West, being the **POINT OF BEGINNING**;

Thence easterly along said curve, through a central angle of 09°28'38", an arc length of 216.19 feet to a non-tangent line;

Thence South 10°38'19" East, 27.13 feet;

Thence South 58°16'15" West, 55.98 feet;

Thence South 53°27'12" West, 69.31 feet;

Thence North 58°12'06" West, 49.91 feet;

Thence North 69°14'02" West, 78.79 feet;

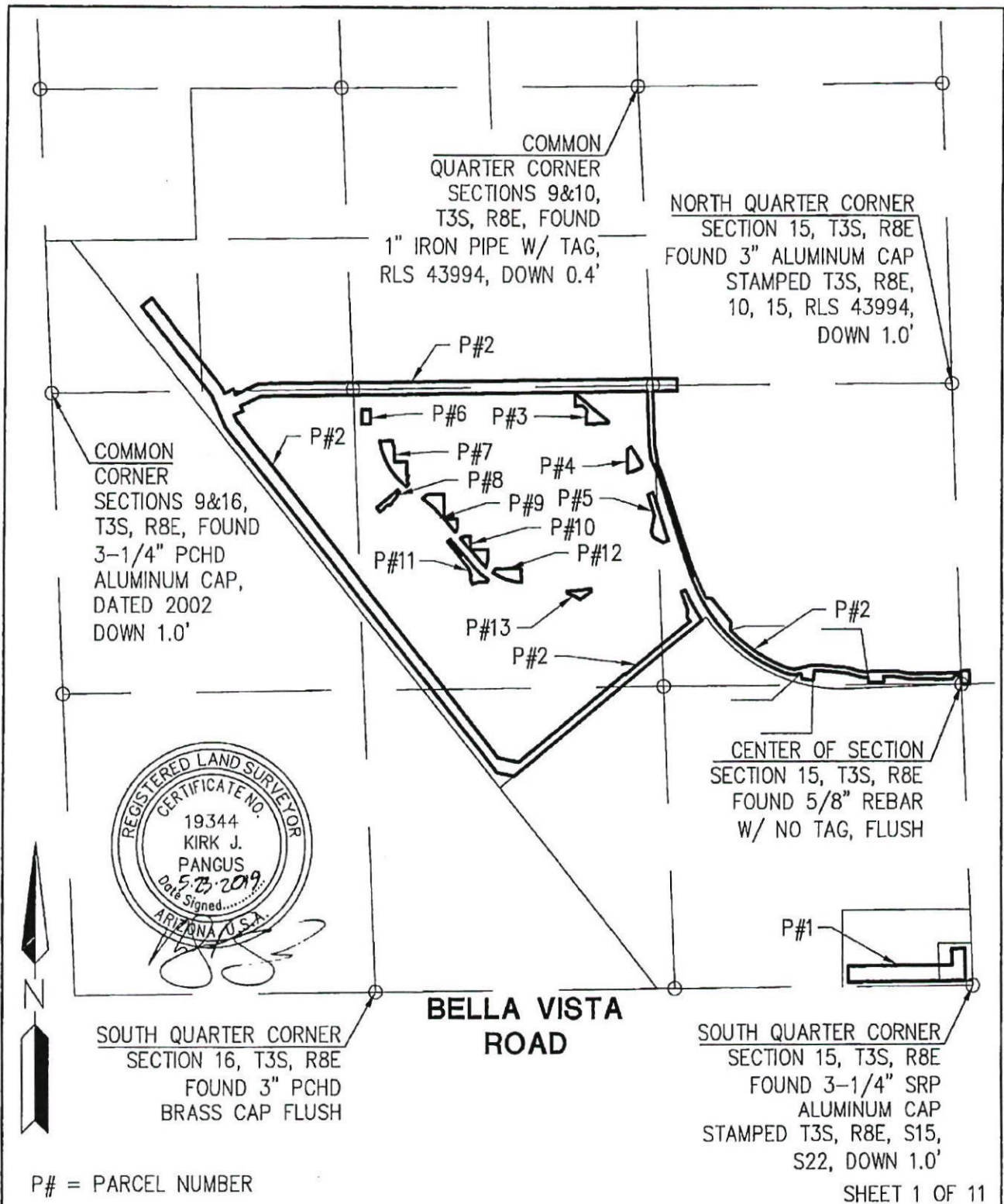
Thence North 01°09'40" West, 20.95 feet to the **POINT OF BEGINNING**.

The above described parcels contain a combined computed area of 1,826,347 sq. ft. (41.9272 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1359
Date: April 2019

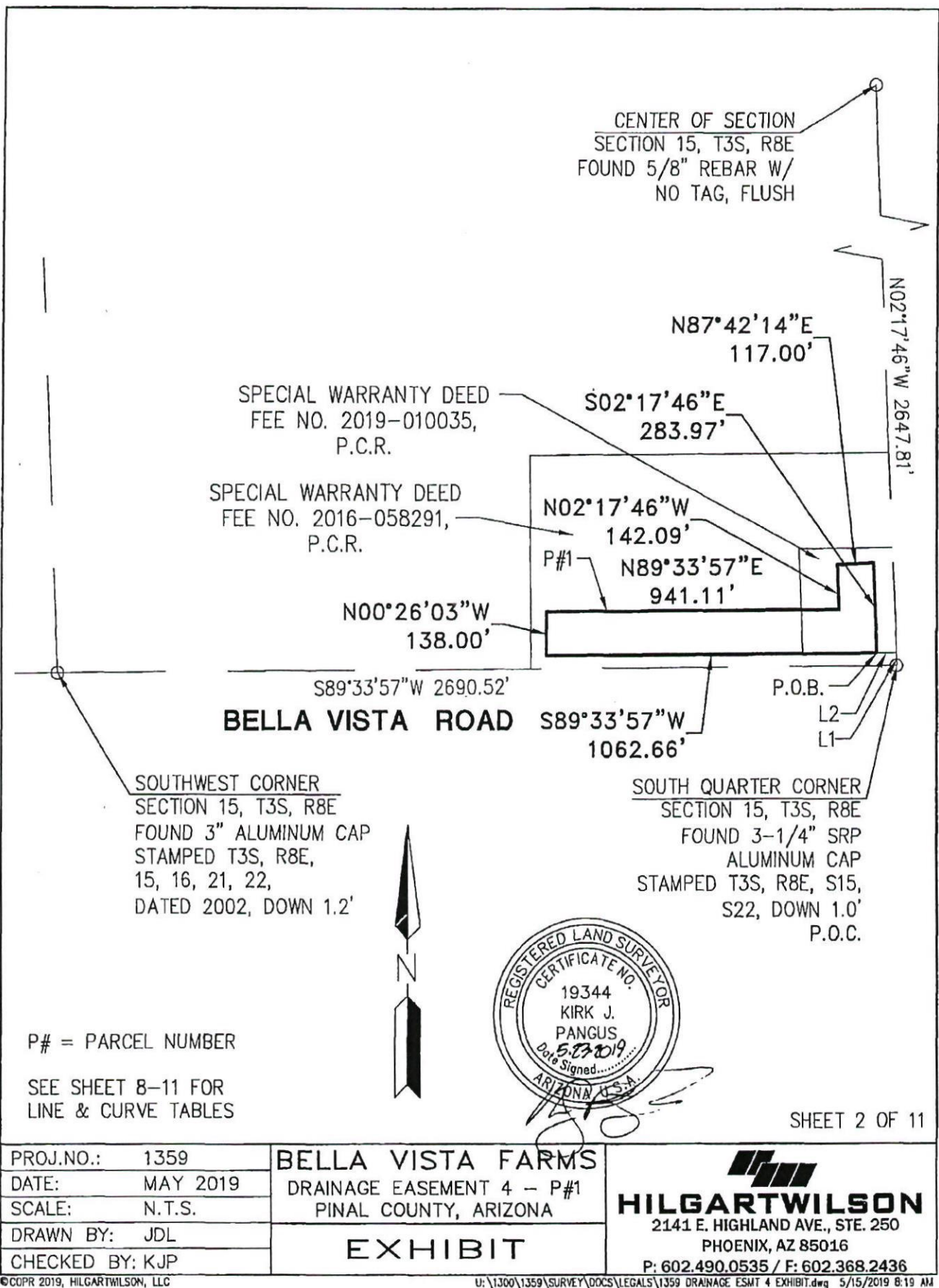




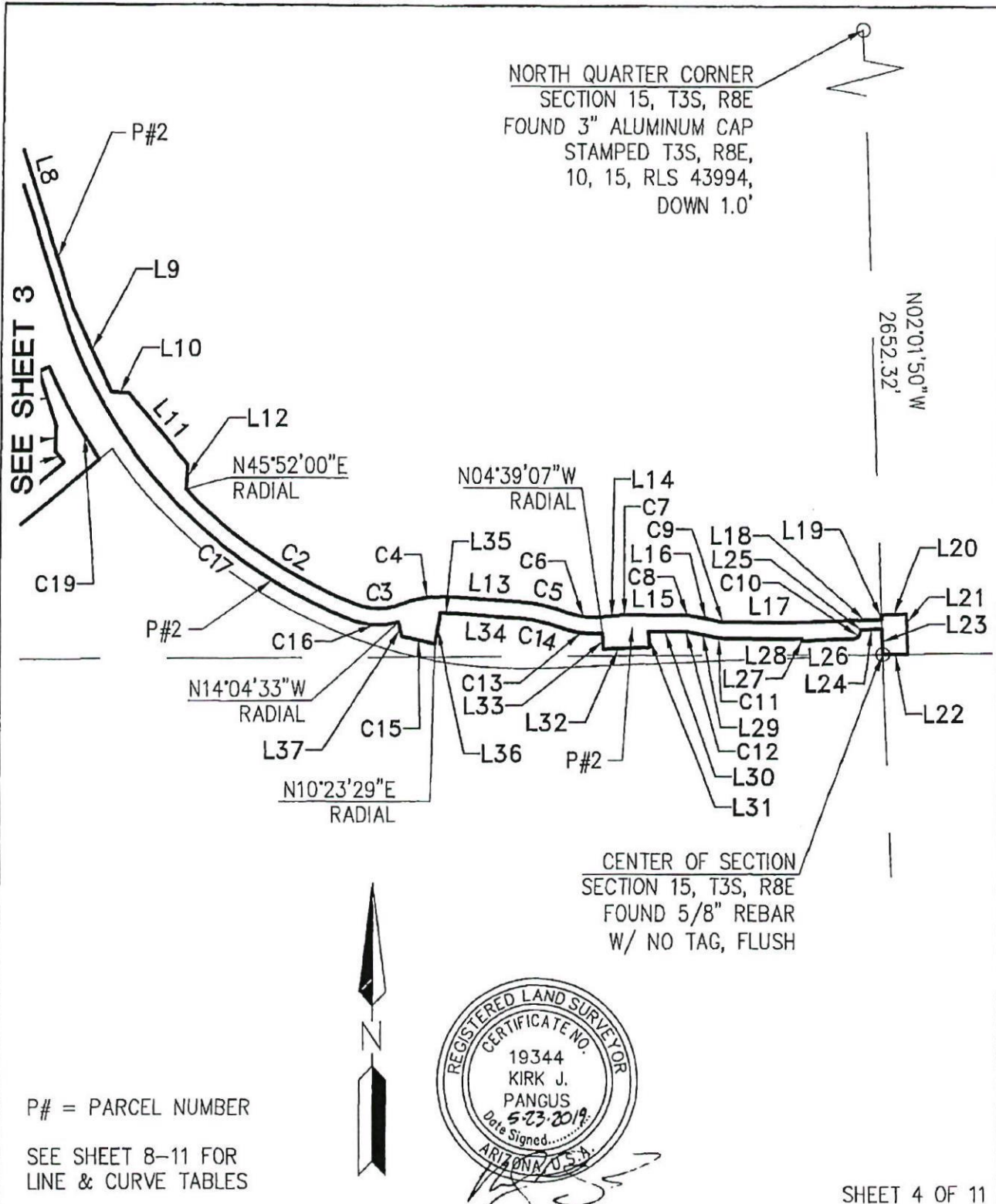
PROJ.NO.: 1359
DATE: MAY 2019
SCALE: N.T.S.
DRAWN BY: JDL
CHECKED BY: KJP

BELLA VISTA FARMS
DRAINAGE EASEMENT 4
PINAL COUNTY, ARIZONA
EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436



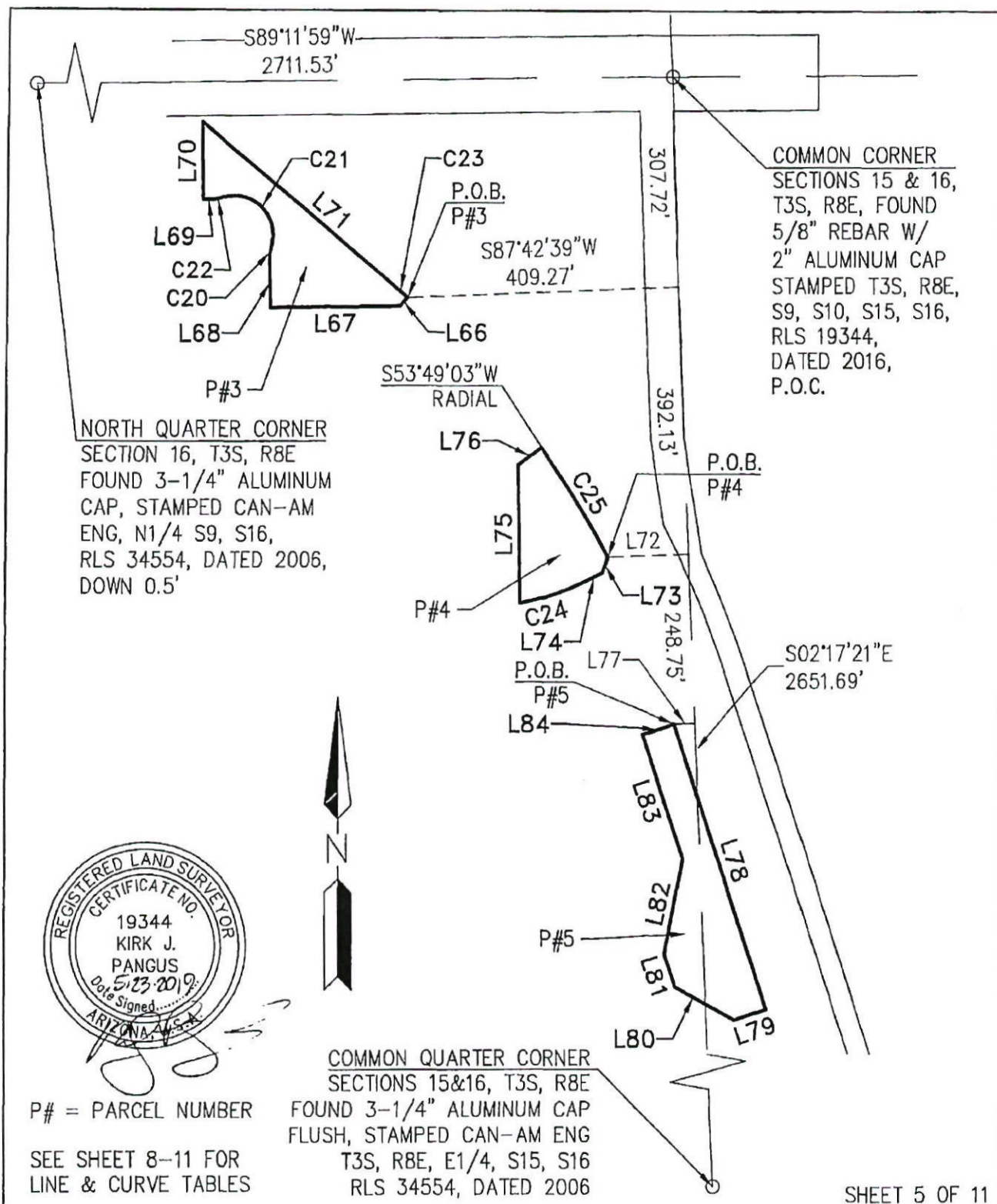




PROJ.NO.:	1359
DATE:	MAY 2019
SCALE:	N.T.S.
DRAWN BY:	JDL
CHECKED BY:	KJP

BELLA VISTA FARMS
DRAINAGE EASEMENT 4 - P#2
PINAL COUNTY, ARIZONA
EXHIBIT

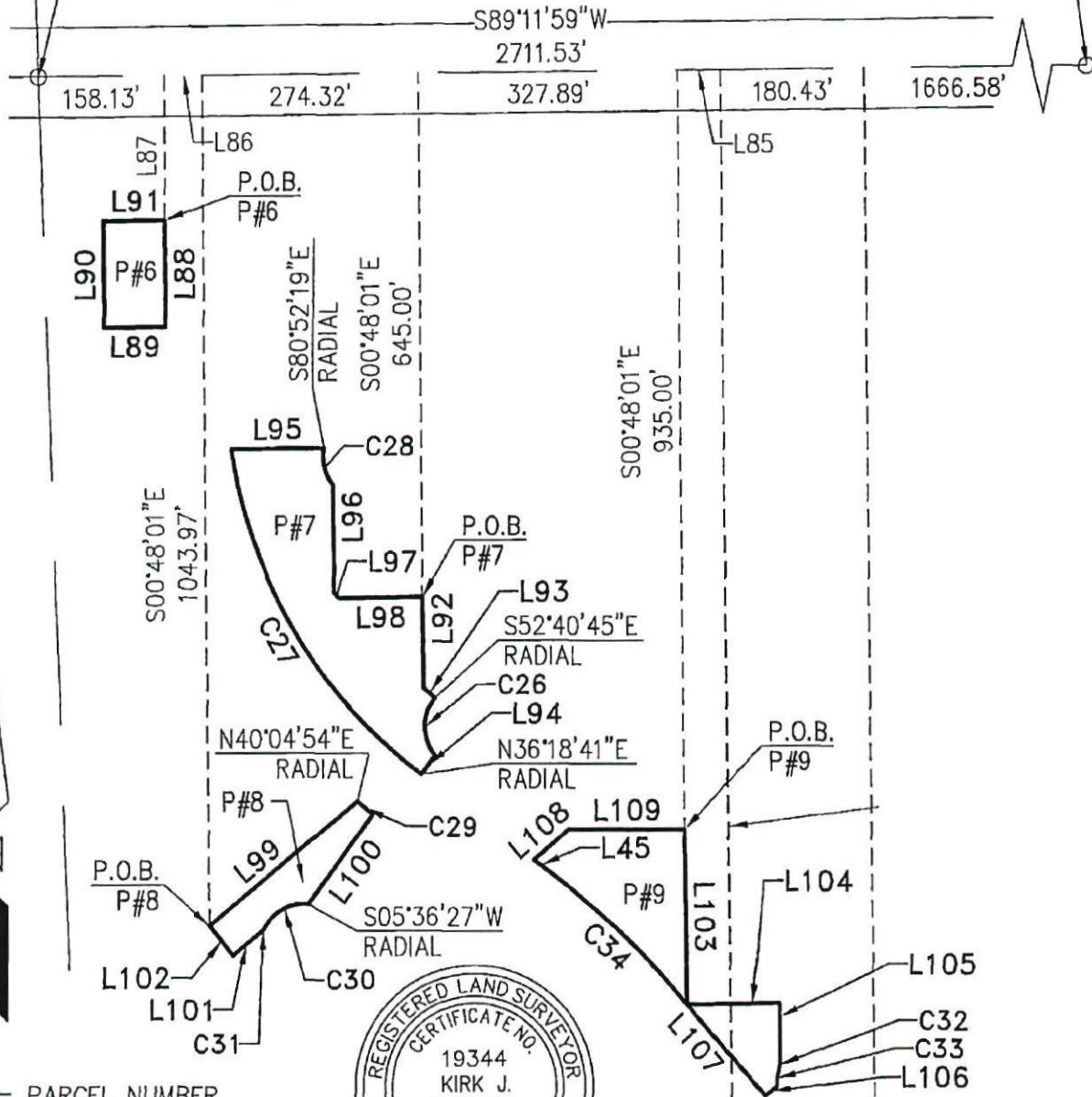
HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436



PROJ.NO.: 1359	BELLA VISTA FARMS	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAY 2019	DRAINAGE EASEMENT 4 - P#3-5	
SCALE: N.T.S.	PINAL COUNTY, ARIZONA	
DRAWN BY: JDL	EXHIBIT	
CHECKED BY: KJP		

NORTH QUARTER CORNER
SECTION 16, T3S, R8E
FOUND 3-1/4" ALUMINUM CAP
STAMPED CAN-AM ENG,
N1/4 S9, S16, RLS 34554,
DATED 2006, DOWN 0.5'

COMMON CORNER
SECTIONS 15 & 16, T3S, R8E
FOUND 5/8" REBAR W/
2" ALUMINUM CAP, STAMPED
T3S, R8E, S9, S10, S15, S16,
RLS 19344, DATED 2016, P.O.C.



P# = PARCEL NUMBER

SEE SHEET 8-11 FOR
LINE & CURVE TABLES



SHEET 6 OF 11

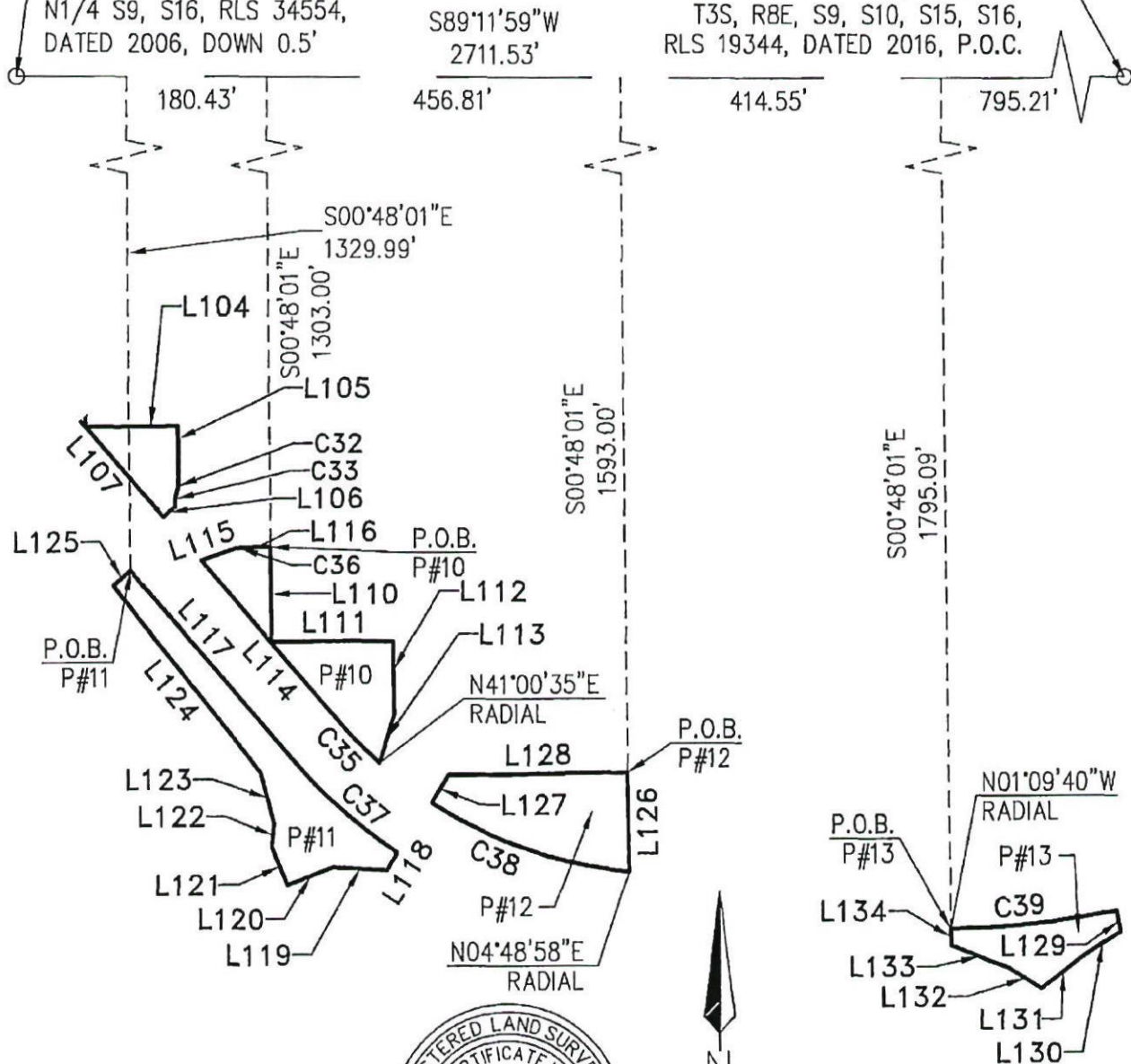
PROJ.NO.: 1359	BELLA VISTA FARMS DRAINAGE EASEMENT 4 - P#6-9 PINAL COUNTY, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAY 2019		
SCALE: N.T.S.		
DRAWN BY: JDL		
CHECKED BY: KJP	EXHIBIT	

NORTH QUARTER CORNER

SECTION 16, T3S, R8E
FOUND 3-1/4" ALUMINUM CAP
STAMPED CAN-AM ENG,
N1/4 S9, S16, RLS 34554,
DATED 2006, DOWN 0.5'

COMMON CORNER

SECTIONS 15 & 16, T3S, R8E
FOUND 5/8" REBAR W/
2" ALUMINUM CAP, STAMPED
T3S, R8E, S9, S10, S15, S16,
RLS 19344, DATED 2016, P.O.C.



P# = PARCEL NUMBER

SEE SHEET 8-11 FOR
LINE & CURVE TABLES



SHEET 7 OF 11

PROJ.NO.: 1359	BELLA VISTA FARMS DRAINAGE EASEMENT 4 - P#10-13 PINAL COUNTY, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAY 2019		
SCALE: N.T.S.	EXHIBIT	
DRAWN BY: JDL		
CHECKED BY: KJP		

LINE TABLE			LINE TABLE		
LINE NO.	DIRECTION	LENGTH	LINE NO.	DIRECTION	LENGTH
L1	N02°17'46"W	40.02'	L24	S87°58'10"W	63.00'
L2	S89°33'57"W	63.03'	L25	S02°01'50"E	2.00'
L3	N89°37'34"E	220.00'	L26	S87°42'36"W	153.27'
L4	S00°22'26"E	50.00'	L27	N02°17'24"W	7.56'
L5	S89°37'34"W	219.81'	L28	S89°47'28"W	216.67'
L6	S02°17'21"E	473.89'	L29	N78°46'06"W	70.85'
L7	S08°59'01"E	177.54'	L30	S89°47'28"W	94.69'
L8	S18°24'52"E	805.05'	L31	S02°17'24"E	46.25'
L9	S25°00'50"E	271.34'	L32	S87°42'36"W	138.27'
L10	S86°25'37"E	53.56'	L33	N02°17'24"W	46.09'
L11	S40°10'14"E	272.56'	L34	N85°31'28"W	214.63'
L12	S03°30'57"W	71.73'	L35	N88°46'02"W	34.73'
L13	S85°31'28"E	214.63'	L36	S10°23'29"W	92.27'
L14	N85°20'53"E	62.78'	L37	N14°04'33"W	42.07'
L15	N89°47'28"E	161.98'	L38	N18°24'52"W	805.05'
L16	S78°46'06"E	70.85'	L39	N08°59'01"W	128.98'
L17	N89°47'28"E	242.05'	L40	N02°17'21"W	478.11'
L18	N87°58'10"E	214.29'	L41	S89°11'59"W	2661.33'
L19	N02°01'50"W	13.37'	L42	S89°11'48"W	821.73'
L20	N87°58'10"E	75.00'	L43	S65°25'50"W	206.35'
L21	S02°01'50"E	117.07'	L45	N53°41'19"W	23.44'
L22	S89°32'48"W	75.03'	L47	S79°00'31"E	193.42'
L23	N02°01'50"W	74.60'	L48	N51°02'41"E	1230.49'



SHEET 8 OF 11

PROJ.NO.: 1359	BELLA VISTA FARMS DRAINAGE EASEMENT 4 PINAL COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAY 2019		
SCALE: NONE		
DRAWN BY: JDL		
CHECKED BY: KJP		

LINE TABLE			LINE TABLE		
LINE NO.	DIRECTION	LENGTH	LINE NO.	DIRECTION	LENGTH
L49	S38°57'19"E	10.00'	L73	S18°18'20"W	24.50'
L50	N51°02'41"E	748.51'	L74	S64°25'14"W	29.31'
L51	N38°57'19"W	42.95'	L75	N00°48'01"W	202.86'
L52	N01°09'12"E	72.78'	L76	N53°49'03"E	42.91'
L53	N18°21'37"W	164.87'	L77	N87°42'39"E	31.26'
L54	N66°16'57"E	33.79'	L78	S18°24'52"E	440.00'
L55	S51°02'41"W	2176.46'	L79	S71°35'08"W	50.00'
L56	N79°00'31"W	157.76'	L80	N61°24'53"W	102.64'
L58	N24°34'10"W	308.80'	L81	N18°24'52"W	51.00'
L59	N39°00'38"W	1008.50'	L82	N11°30'59"E	140.29'
L60	N50°59'22"E	115.00'	L83	N18°24'52"W	192.35'
L61	S39°00'38"E	1023.07'	L84	N71°35'08"E	50.00'
L62	N89°11'48"E	844.88'	L85	S89°11'59"W	55.88'
L63	N89°11'59"E	2711.76'	L86	S89°11'59"W	48.30'
L64	N89°37'34"E	220.22'	L87	N00°48'01"W	178.19'
L65	S00°22'26"E	60.00'	L88	S00°48'01"E	130.00'
L66	S44°11'59"W	16.97'	L89	S89°11'59"W	77.00'
L67	S89°11'59"W	195.45'	L90	N00°48'01"W	130.00'
L68	N00°48'01"W	74.03'	L91	N89°11'59"E	77.00'
L69	S89°11'59"W	14.95'	L92	S00°48'01"E	111.86'
L70	N00°48'01"W	113.07'	L93	S48°31'36"E	18.34'
L71	S50°37'26"E	372.49'	L94	S36°18'41"W	28.40'
L72	S87°42'39"W	121.35'	L95	N89°11'59"E	117.76'



SHEET 9 OF 11

PROJ.NO.: 1359
 DATE: MAY 2019
 SCALE: NONE
 DRAWN BY: JDL
 CHECKED BY: KJP

BELLA VISTA FARMS
 DRAINAGE EASEMENT 4
 PINAL COUNTY, ARIZONA

EXHIBIT


HILGARTWILSON
 2141 E. HIGHLAND AVE., STE. 250
 PHOENIX, AZ 85016
 P: 602.490.0535 / F: 602.368.2436

LINE TABLE			LINE TABLE		
LINE NO.	DIRECTION	LENGTH	LINE NO.	DIRECTION	LENGTH
L96	S00°48'01"E	132.67'	L119	N87°17'37"W	69.25'
L97	S45°48'04"E	9.90'	L120	S69°40'52"W	62.52'
L98	N89°11'54"E	104.80'	L121	N23°36'51"W	51.13'
L99	N51°02'41"E	240.86'	L122	N05°33'53"E	30.36'
L100	S36°18'41"W	135.87'	L123	N15°17'03"W	64.93'
L101	S51°02'41"W	42.67'	L124	N38°57'19"W	301.87'
L102	N38°57'19"W	47.00'	L125	N48°34'02"E	28.71'
L103	S01°03'02"E	214.20'	L126	S00°48'01"E	123.30'
L104	N89°12'23"E	117.37'	L127	N32°26'36"E	40.69'
L105	S00°48'01"E	69.57'	L128	N89°11'59"E	230.78'
L106	S48°34'02"W	18.57'	L129	S10°38'19"E	27.13'
L107	N41°25'58"W	169.04'	L130	S58°16'15"W	55.98'
L108	N49°33'46"E	57.36'	L131	S53°27'12"W	69.31'
L109	N89°58'58"E	146.82'	L132	N58°12'06"W	49.91'
L110	S00°48'01"E	118.61'	L133	N69°14'02"W	78.79'
L111	N89°59'00"E	157.01'	L134	N01°09'40"W	20.95'
L112	S00°48'01"E	91.74'	L135	S24°34'10"E	50.00'
L113	S17°23'41"W	63.57'	L136	S65°25'50"W	85.00'
L114	N41°25'58"W	268.60'	L137	S24°34'10"E	55.87'
L115	N71°00'18"E	44.96'	L138	S24°34'10"E	43.37'
L116	N89°11'59"E	33.78'	L139	N65°25'50"E	85.00'
L117	S41°25'58"E	319.51'	L140	S24°34'10"E	50.00'
L118	S32°46'32"W	25.23'	L141	N65°25'50"E	229.50'



SHEET 10 OF 11

PROJ.NO.: 1359
 DATE: MAY 2019
 SCALE: NONE
 DRAWN BY: JDL
 CHECKED BY: KJP

BELLA VISTA FARMS
 DRAINAGE EASEMENT 4
 PINAL COUNTY, ARIZONA

EXHIBIT


HILGARTWILSON
 2141 E. HIGHLAND AVE., STE. 250
 PHOENIX, AZ 85016
 P: 602.490.0535 / F: 602.368.2436

CURVE TABLE				CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH	CURVE NO.	RADIUS	DELTA	LENGTH
C1	1430.00'	6°57'19"	173.59'	C24	367.00'	16°09'36"	103.51'
C2	1404.00'	25°02'49"	613.76'	C25	1302.00'	8°22'23"	190.27'
C3	195.00'	41°36'38"	141.62'	C26	58.00'	75°43'52"	76.66'
C4	355.00'	25°15'59"	156.55'	C27	612.00'	44°54'17"	479.65'
C5	455.00'	16°06'07"	127.87'	C28	58.00'	47°27'06"	48.03'
C6	245.00'	25°13'46"	107.88'	C29	688.00'	2°03'14"	24.66'
C7	155.00'	4°26'36"	12.02'	C30	58.00'	62°45'27"	63.53'
C8	205.00'	11°26'26"	40.93'	C31	42.00'	18°11'42"	13.34'
C9	195.00'	11°26'26"	38.94'	C32	42.00'	18°11'42"	13.34'
C10	25.00'	89°44'26"	39.16'	C33	58.00'	19°54'11"	20.15'
C11	243.00'	11°26'26"	48.52'	C34	1038.00'	12°15'21"	222.03'
C12	157.00'	11°26'26"	31.35'	C35	562.00'	7°33'26"	74.13'
C13	293.00'	25°13'46"	129.02'	C36	42.00'	18°11'42"	13.34'
C14	407.00'	16°06'07"	114.38'	C37	638.00'	15°47'30"	175.84'
C15	1452.00'	3°58'46"	100.85'	C38	562.00'	27°37'38"	270.99'
C16	243.00'	34°53'44"	148.00'	C39	1307.00'	9°28'38"	216.19'
C17	1452.00'	50°45'57"	1286.52'				
C18	1398.00'	9°33'32"	233.24'				
C19	1548.00'	11°25'50"	308.83'				
C20	42.00'	18°11'42"	13.34'				
C21	58.00'	126°23'23"	127.94'				
C22	42.00'	18°11'42"	13.34'				
C23	1302.00'	1°16'48"	29.09'				



SHEET 11 OF 11

PROJ.NO.: 1359
 DATE: MAY 2019
 SCALE: NONE
 DRAWN BY: JDL
 CHECKED BY: KJP

BELLA VISTA FARMS
 DRAINAGE EASEMENT 4
 PINAL COUNTY, ARIZONA

EXHIBIT


HILGARTWILSON
 2141 E. HIGHLAND AVE., STE. 250
 PHOENIX, AZ 85016
 P: 602.490.0535 / F: 602.368.2436

EXHIBIT B
TO
RESOLUTION NO. 042121-RD20-097

[Drainage Easement to be Re-recorded to correct Legal Description]

See following pages

372



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Virginia Ross

When recorded mail to:
Clerk of The Board
P.O. Box 827
Florence, AZ 85132

DATE/TIME: 04/28/2021 1334
FEE: \$0.00
PAGES: 37
FEE NUMBER: 2021-052812

(The above space reserved for recording information)

Drainage Easement

DOCUMENT TITLE

The following document is being presented for re-recording:
Drainage Easement dated August 13, 2019 and recorded
September 20, 2019, Fee #2019-079138
El Dorado Bella Vista LLC (Grantor)
and Pinal County (Grantee)
to correct the legal descriptions attached in Exhibit "A"

EXEMPT A.R.S. 11-1134 ____

**DO NOT DISCARD THIS PAGE. THIS COVER PAGE IS RECORDED AS PART
OF YOUR DOCUMENT. THE CERTIFICATE OF RECORDATION WITH THE
FEE NUMBER IN THE UPPER RIGHT CORNER IS THE PERMANENT
REFERENCE NUMBER OF THIS DOCUMENT IN THE PINAL COUNTY
RECORDER'S OFFICE.**



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Virginia Ross

When recorded return to:

Clerk of the Board
PO Box 827
Florence, AZ 85132

DATE/TIME: 09/20/2019 1613

FEE: \$0.00

PAGES: 28

FEE NUMBER: 2019-079138

DRAINAGE EASEMENT

EXEMPT: A.R.S. § 11-1134(A)(2)

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, El Dorado Bella Vista LLC, an Arizona limited liability company ("**Grantor**") does hereby grant and convey to Pinal County, a political subdivision of the State of Arizona ("**Grantee**"), for the benefit of the public, a non-exclusive drainage easement upon, over, across and through that certain parcel of land situated in Pinal County, Arizona, and described in the attached **Exhibit A**. The drainage easement shall be for any drainage purpose including without limitation retention, detention, conveyance and blockage of surface water flows. No use by the Grantor of the area subject to the Drainage Easement shall prohibit or interfere with the drainage use by the public.

All provisions herein shall be binding upon the successors and assigns of the Grantor.

[Signature Page Follows]

DATED this 13 day of August, 2019.

GRANTOR:

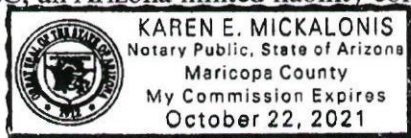
El Dorado Bella Vista LLC, an Arizona limited liability company

By: El Dorado Holdings, Inc., an Arizona corporation
Its: Administrative Agent

By: Linda Cheney
Its: Vice President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me on this 13 day of August, 2019, by Linda Cheney, as Vice President of El Dorado Holdings, Inc., an Arizona corporation, the Administrative Agent of El Dorado Bella Vista LLC, an Arizona limited liability company, for and on behalf thereof.



Notary Seal/Stamp

Karen E. Mickalonis
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

**BELLA VISTA FARMS
DRAINAGE EASEMENT 4
LEGAL DESCRIPTION**

Portions of land being situated within the South half of Section 9, the Southwest quarter of Section 10, Section 15 and Section 16, Township 3 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, being more particularly described as follows:

PARCEL #1:

A portion of the land as described within the Special Warranty Deeds recorded in Fee No.s 2016-058291 & 2019-010035, Pinal County Records, Arizona, being a portion of the Southwest quarter of Section 15, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a found 3-1/4 inch SRP aluminum cap accepted as the South quarter corner of said Section 15 from which a found 3 inch aluminum cap accepted as the Southwest corner thereof bears South 89°33'57" West, 2690.52 feet;

Thence North 02°17'46" West, 40.02 feet along the east line of said Southwest quarter;

Thence leaving said east line, South 89°33'57" West, 63.03 feet along a line that is parallel with and 40.00 feet north of the south line of said Southwest quarter to the **POINT OF BEGINNING**;

Thence continuing along said parallel line, South 89°33'57" West, 1062.66 feet;

Thence leaving said parallel line, North 00°26'03" West, 138.00 feet along a line that is parallel with and 50.00 feet east of the west line of said Fee No. 2016-058291;

Thence leaving said parallel line, North 89°33'57" East, 941.11 feet along a line that is parallel with and 178.00 feet north of said south line;

Thence leaving said parallel line, North 02°17'46" West, 142.09 feet along a line that is parallel with and 180.00 feet west of the east line of said Southwest quarter;

Thence leaving said parallel line, North 87°42'14" East, 117.00 feet;

Thence South 02°17'46" East, 283.97 feet along a line that is parallel with and 63.00 feet west of said east line to the **POINT OF BEGINNING**.

PARCEL #2:

A portion of land being situated within the South half of Section 9, the Southwest quarter of Section 10, the north half of Section 15 and Section 16, Township 3 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, being more particularly described as follows:

COMMENCING at a found 5/8 inch rebar with 2 inch aluminum cap accepted as the Northeast corner of said Section 16 from which a found 3-1/4 inch aluminum cap accepted as the North quarter corner thereof bears South 89°11'59" West, 2711.53 feet;

Thence North 89°37'34" East, 220.00 feet along the north line of the Northwest quarter of said Section 15 to the **POINT OF BEGINNING**;

Thence leaving said north line, South 00°22'26" East, 50.00 feet;

Thence South 89°37'34" West, 219.81 feet along a line that is parallel and 50.00 feet south of said north line;

Thence leaving said parallel line, South 02°17'21" East, 473.89 feet;

Thence South 08°59'01" East, 177.54 feet to a non-tangent curve, concave southwesterly, having a radius of 1430.00 feet, the center of which bears South 64°37'49" West;

Thence southeasterly along said curve, through a central angle of 06°57'19", an arc length of 173.59 feet to a tangent line;

Thence South 18°24'52" East, 805.05 feet;

Thence South 25°00'50" East, 271.34 feet;

Thence South 86°25'37" East, 53.56 feet;

Thence South 40°10'14" East, 272.56 feet;

Thence South 03°30'57" West, 71.73 feet to a non-tangent curve, concave northeasterly, having a radius of 1404.00 feet, the center of which bears North 45°52'00" East;

Thence southeasterly along said curve, through a central angle of 25°02'49", an arc length of 613.76 feet to the beginning of a tangent compound curve, concave northerly, having a radius of 195.00 feet;

Thence easterly along said curve, through a central angle of 41°36'38", an arc length of 141.62 feet to the beginning of a tangent reverse curve, concave southerly, having a radius of 355.00 feet;

Thence easterly along said curve, through a central angle of 25°15'59", an arc length of 156.55 feet to a tangent line;

Thence South 85°31'28" East, 214.63 feet to the beginning of a tangent curve, concave southerly, having a radius of 455.00 feet;

Thence easterly along said curve, through a central angle of 16°06'07", an arc length of 127.87 feet to the beginning of a tangent reverse curve, concave northerly, having a radius of 245.00 feet;

Thence easterly along said curve, through a central angle of $25^{\circ}13'46''$, an arc length of 107.88 feet to a tangent line;

Thence North $85^{\circ}20'53''$ East, 62.78 feet to the beginning of a tangent curve, concave southerly, having a radius of 155.00 feet;

Thence easterly along said curve, through a central angle of $04^{\circ}26'36''$, an arc length of 12.02 feet to a tangent line;

Thence North $89^{\circ}47'28''$ East, 161.98 feet to the beginning of a tangent curve, concave southerly, having a radius of 205.00 feet;

Thence easterly along said curve, through a central angle of $11^{\circ}26'26''$, an arc length of 40.93 feet to a tangent line;

Thence South $78^{\circ}46'06''$ East, 70.85 feet to the beginning of a tangent curve, concave northerly, having a radius of 195.00 feet;

Thence easterly along said curve, through a central angle of $11^{\circ}26'26''$, an arc length of 38.94 feet to a tangent line;

Thence North $89^{\circ}47'28''$ East, 242.05 feet;

Thence North $87^{\circ}58'10''$ East, 214.29 feet;

Thence North $02^{\circ}01'50''$ West, 13.37 feet along the east line of the Northwest quarter of said Section 15;

Thence leaving said east line, North $87^{\circ}58'10''$ East, 75.00 feet;

Thence South $02^{\circ}01'50''$ East, 117.07 feet along a line that is parallel with and 75.00 feet east of said east line;

Thence South $89^{\circ}32'48''$ West, 75.03 feet along the south line of the Northeast quarter of said Section 15 to a found 5/8 inch rebar accepted as the Center of said Section 15;

Thence North $02^{\circ}01'50''$ West, 74.60 feet along the east line of the Northwest quarter of said Section 15;

Thence leaving said east line, South $87^{\circ}58'10''$ West, 63.00 feet;

Thence South $02^{\circ}01'50''$ East, 2.00 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 25.00 feet;

Thence southwesterly along said curve, through a central angle of $89^{\circ}44'26''$, an arc length of 39.16 feet to a tangent line;

Thence South $87^{\circ}42'36''$ West, 153.27 feet;

Thence North $02^{\circ}17'24''$ West, 7.56 feet;

Thence South $89^{\circ}47'28''$ West, 216.67 feet to the beginning of a tangent curve, concave northerly, having a radius of 243.00 feet;

Thence westerly along said curve, through a central angle of $11^{\circ}26'26''$, an arc length of 48.52 feet to a tangent line;

Thence North $78^{\circ}46'06''$ West, 70.85 feet to the beginning of a tangent curve, concave southerly, having a radius of 157.00 feet;

Thence westerly along said curve, through a central angle of $11^{\circ}26'26''$, an arc length of 31.35 feet to a tangent line;

Thence South $89^{\circ}47'28''$ West, 94.69 feet;

Thence South $02^{\circ}17'24''$ East, 46.25 feet;

Thence South $87^{\circ}42'36''$ West, 138.27 feet;

Thence North $02^{\circ}17'24''$ West, 46.09 feet to a non-tangent curve, concave northerly, having a radius of 293.00 feet, the center of which bears North $04^{\circ}39'07''$ West;

Thence westerly along said curve, through a central angle of $25^{\circ}13'46''$, an arc length of 129.02 feet to the beginning of a tangent reverse curve, concave southerly, having a radius of 407.00 feet;

Thence westerly along said curve, through a central angle of $16^{\circ}06'07''$, an arc length of 114.38 feet to a tangent line;

Thence North $85^{\circ}31'28''$ West, 214.63 feet;

Thence North $88^{\circ}46'02''$ West, 34.73 feet;

Thence South $10^{\circ}23'29''$ West, 92.27 feet to a non-tangent curve, concave northerly, having a radius of 1452.00 feet, the center of which bears North $10^{\circ}23'29''$ East;

Thence westerly along said curve, through a central angle of $03^{\circ}58'46''$, an arc length of 100.85 feet to a non-tangent line;

Thence North $14^{\circ}04'33''$ West, 42.07 feet to a non-tangent curve, concave northerly, having a radius of 243.00 feet, the center of which bears North $14^{\circ}04'33''$ West;

Thence westerly along said curve, through a central angle of $34^{\circ}53'44''$, an arc length of 148.00 feet to the beginning of a tangent compound curve, concave northeasterly, having a radius of 1452.00 feet;

Thence northwesterly along said curve, through a central angle of $50^{\circ}45'57''$, an arc length of 1286.52 feet to a tangent line;

Thence North 18°24'52" West, 805.05 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 1398.00 feet;

Thence northwesterly along said curve, through a central angle of 09°33'32", an arc length of 233.24 feet to a non-tangent line;

Thence North 08°59'01" West, 128.98 feet;

Thence North 02°17'21" West, 478.11 feet;

Thence South 89°11'59" West, 2661.33 feet along a line that is parallel with and 50.00 feet south of the north line of the Northeast quarter of said Section 16;

Thence South 89°11'48" West, 821.73 feet along a line that is parallel with and 50.00 feet south of the north line of the Northwest quarter of said Section 16;

Thence leaving said parallel line, South 65°25'50" West, 206.35 feet;

Thence South 24°34'10" East, 50.00 feet;

Thence South 65°25'50" West, 85.00 feet;

Thence South 24°34'10" East, 55.87 feet;

Thence South 38°36'20" East, 3783.61 feet;

Thence South 79°00'31" East, 193.42 feet;

Thence North 51°02'41" East, 1230.49 feet;

Thence South 38°57'19" East, 10.00 feet;

Thence North 51°02'41" East, 748.51 feet;

Thence North 38°57'19" West, 42.95 feet;

Thence North 01°09'12" East, 72.78 feet;

Thence North 18°21'37" West, 164.87 feet;

Thence North 66°16'57" East, 33.79 feet to a non-tangent curve, concave northeasterly, having a radius of 1548.00 feet, the center of which bears North 66°16'57" East;

Thence southeasterly along said curve, through a central angle of 11°25'50", an arc length of 308.83 feet to a non-tangent line;

Thence South 51°02'41" West, 2176.46 feet along the southerly line of the property as described within the Special Warranty Deed recorded in Fee No. 2016-058294, Pinal County Records, Arizona;

Thence leaving said northerly line, North 79°00'31" West, 157.76 feet;

Thence North 39°00'38" West, 3895.72 feet;

Thence North 24°34'10" West, 308.80 feet;

Thence North 39°00'38" West, 1008.50 feet;

Thence North 50°59'22" East, 115.00 feet;

Thence South 39°00'38" East, 1023.07 feet;

Thence South 24°34'10" East, 43.37 feet;

Thence North 65°25'50" East, 85.00 feet;

Thence South 24°34'10" East, 50.00 feet;

Thence North 65°25'50" East, 229.50 feet;

Thence North 89°11'48" East, 844.88 feet along a line that is parallel with and 60.00 feet north of the north line of the Northwest quarter of said Section 16;

Thence North 89°11'59" East, 2711.76 feet along a line that is parallel with and 60.00 feet north of the north line of the Northeast quarter of said Section 16;

Thence North 89°37'34" East, 220.22 feet along a line that is parallel with and 60.00 feet north of the north line of the Northwest quarter of said Section 15;

Thence leaving said parallel line, South 00°22'26" East, 60.00 feet to the **POINT OF BEGINNING**:

PARCEL #3:

A portion of that land as described within the Special Warranty Deed recorded in Fee No. 2016-058294, Pinal County Records, Arizona, being a portion of the Northeast quarter of Section 16, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a found 5/8 inch rebar with 2 inch aluminum cap accepted as the Northeast corner of said Section 16 from which a found 3-1/4 inch aluminum cap accepted as the North quarter corner thereof bears South 89°11'59" West, 2711.53 feet;

Thence South 02°17'21" West, 307.72 feet along the east line of said Northeast quarter;

Thence leaving said east line, South 87°42'39" West, 409.27 feet to the **POINT OF BEGINNING**;

Thence South 44°11'59" West, 16.97 feet;

Thence South 89°11'59" West, 195.45 feet;

Thence North 00°48'01" West, 74.03 feet to the beginning of a tangent curve, concave easterly, having a radius of 42.00 feet;

Thence northerly along said curve, through a central angle of 18°11'42", an arc length of 13.34 feet to the beginning of a tangent reverse curve, concave southwesterly, having a radius of 58.00 feet;

Thence northwesterly along said curve, through a central angle of 126°23'23", an arc length of 127.94 feet to the beginning of a tangent curve, concave northerly, having a radius of 42.00 feet;

Thence westerly along said curve, through a central angle of 18°11'42", an arc length of 13.34 feet to a tangent line;

Thence South 89°11'59" West, 14.95 feet;

Thence North 00°48'01" West, 113.07 feet;

Thence South 50°37'26" East, 372.49 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 1302.00 feet;

Thence southeasterly along said curve, through a central angle of 01°16'48", an arc length of 29.09 feet to the **POINT OF BEGINNING**.

PARCEL #4:

A portion of that land as described within the Special Warranty Deed recorded in Fee No. 2016-058294, Pinal County Records, Arizona, being a portion of the Northeast quarter of Section 16, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a found 5/8 inch rebar with 2 inch aluminum cap accepted as the Northeast corner of said Section 16 from which a found 3-1/4 inch aluminum cap accepted as the North quarter corner thereof bears South 89°11'59" West, 2711.53 feet;

Thence South 02°17'21" West, 699.85 feet along the east line of said Northeast quarter;

Thence leaving said east line, South 87°42'39" West, 121.35 feet to the **POINT OF BEGINNING**;

Thence South 18°18'20" West, 24.50 feet;

Thence South 64°25'14" West, 29.31 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 367.00 feet;

Thence southwesterly along said curve, through a central angle of 16°09'36", an arc length of 103.51 feet to a non-tangent line;

Thence North 00°48'01" West, 202.86 feet;

Thence North 53°49'03" East, 42.91 feet to a non-tangent curve, concave southwesterly, having a radius of 1302.00 feet, the center of which bears South 53°49'03" West;

Thence southeasterly along said curve, through a central angle of 08°22'23", an arc length of 190.27 feet to the **POINT OF BEGINNING**.

PARCEL #5:

A portion of that land as described within the Special Warranty Deed recorded in Fee No. 2016-058294, Pinal County Records, Arizona, being a portion of the Northwest quarter of Section 15 and the Northeast quarter of Section 16, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a found 5/8 inch rebar with 2 inch aluminum cap accepted as the Northeast corner of said Section 16 from which a found 3-1/4 inch aluminum cap accepted as the North quarter corner thereof bears South 89°11'59" West, 2711.53 feet;

Thence South 02°17'21" West, 948.61 feet along the east line of said Northeast quarter;

Thence leaving said east line, South 87°42'39" West, 31.26 feet to the **POINT OF BEGINNING**;

Thence South 18°24'52" East, 440.00 feet;

Thence South 71°35'08" West, 50.00 feet;

Thence North 61°24'53" West, 102.64 feet;

Thence North 18°24'52" West, 51.00 feet;

Thence North 11°30'59" East, 140.29 feet;

Thence North 18°24'52" West, 192.35 feet;

Thence North 71°35'08" East, 50.00 feet to the **POINT OF BEGINNING**.

PARCEL #6:

A portion of that land as described within the Special Warranty Deed recorded in Fee No. 2016-058294, Pinal County Records, Arizona, being a portion of the Northeast quarter of

Section 16, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a found 5/8 inch rebar with 2 inch aluminum cap accepted as the Northeast corner of said Section 16 from which a found 3-1/4 inch aluminum cap accepted as the North quarter corner thereof bears South 89°11'59" West, 2711.53 feet;

Thence South 89°11'59" West, 2553.40 feet along the north line of said Northeast quarter;

Thence leaving said north line, South 00°48'01" East, 178.19 feet to the **POINT OF BEGINNING**;

Thence continuing South 00°48'01" East, 130.00 feet;

Thence South 89°11'59" West, 77.00 feet;

Thence North 00°48'01" West, 130.00 feet;

Thence North 89°11'59" East, 77.00 feet to the **POINT OF BEGINNING**.

PARCEL #7:

A portion of that land as described within the Special Warranty Deed recorded in Fee No. 2016-058294, Pinal County Records, Arizona, being a portion of the Northeast quarter of Section 16, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a found 5/8 inch rebar with 2 inch aluminum cap accepted as the Northeast corner of said Section 16 from which a found 3-1/4 inch aluminum cap accepted as the North quarter corner thereof bears South 89°11'59" West, 2711.53 feet;

Thence South 89°11'59" West, 2230.78 feet along the north line of said Northeast quarter;

Thence leaving said north line, South 00°48'01" East, 645.00 feet to the **POINT OF BEGINNING**;

Thence continuing South 00°48'01" East, 111.86 feet;

Thence South 48°31'36" East, 18.34 feet to a non-tangent curve, concave easterly, having a radius of 58.00 feet, the center of which bears South 52°40'45" East;

Thence southerly along said curve, through a central angle of 75°43'52", an arc length of 76.66 feet to a non-tangent line;

Thence South 36°18'41" West, 28.40 feet to a non-tangent curve, concave northeasterly, having a radius of 612.00 feet, the center of which bears North 36°18'41" East;

Thence northwesterly along said curve, through a central angle of 44°54'17", an arc length of 479.65 feet to a non-tangent line;

Thence North 89°11'59" East, 117.76 feet to a non-tangent curve, concave easterly, having a radius of 58.00 feet, the center of which bears South 80°52'19" East;

Thence southerly along said curve, through a central angle of 47°27'06", an arc length of 48.03 feet to a non-tangent line;

Thence South 00°48'01" East, 132.67 feet;

Thence South 45°48'04" East, 9.90 feet;

Thence North 89°11'54" East, 104.80 feet to the **POINT OF BEGINNING**.

PARCEL #8:

A portion of that land as described within the Special Warranty Deed recorded in Fee No. 2016-058294, Pinal County Records, Arizona, being a portion of the Northeast quarter of Section 16, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a found 5/8 inch rebar with 2 inch aluminum cap accepted as the Northeast corner of said Section 16 from which a found 3-1/4 inch aluminum cap accepted as the North quarter corner thereof bears South 89°11'59" West, 2711.53 feet;

Thence South 89°11'59" West, 2505.10 feet along the north line of said Northeast quarter;

Thence leaving said north line, South 00°48'01" East, 1043.97 feet to the **POINT OF BEGINNING**;

Thence North 51°02'41" East, 240.86 feet to a non-tangent curve, concave northeasterly, having a radius of 688.00 feet, the center of which bears North 40°04'54" East;

Thence southeasterly along said curve, through a central angle of 02°03'14", an arc length of 24.66 feet to a non-tangent line;

Thence South 36°18'41" West, 135.87 feet to a non-tangent curve, concave southerly, having a radius of 58.00 feet, the center of which bears South 05°36'27" West;

Thence westerly along said curve, through a central angle of 62°45'27", an arc length of 63.53 feet to the beginning of a tangent reverse curve, concave northwesterly, having a radius of 42.00 feet;

Thence southwesterly along said curve, through a central angle of 18°11'42", an arc length of 13.34 feet to a tangent line;

Thence South 51°02'41" West, 42.67 feet;

Thence North 38°57'19" West, 47.00 feet to the **POINT OF BEGINNING**.

PARCEL #9:

A portion of that land as described within the Special Warranty Deed recorded in Fee No. 2016-058294, Pinal County Records, Arizona, being a portion of the Northeast quarter of Section 16, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a found 5/8 inch rebar with 2 inch aluminum cap accepted as the Northeast corner of said Section 16 from which a found 3-1/4 inch aluminum cap accepted as the North quarter corner thereof bears South 89°11'59" West, 2711.53 feet;

Thence South 89°11'59" West, 1902.89 feet along the north line of said Northeast quarter;

Thence leaving said north line, South 00°48'01" East, 935.00 feet to the **POINT OF BEGINNING**;

Thence South 01°03'02" East, 214.20 feet;

Thence North 89°12'23" East, 117.37 feet;

Thence South 00°48'01" East, 69.57 feet to the beginning of a tangent curve, concave westerly, having a radius of 42.00 feet;

Thence southerly along said curve, through a central angle of 18°11'42", an arc length of 13.34 feet to the beginning of a tangent reverse curve, concave southeasterly, having a radius of 58.00 feet;

Thence southwesterly along said curve, through a central angle of 19°54'11", an arc length of 20.15 feet to a non-tangent line;

Thence South 48°34'02" West, 18.57 feet;

Thence North 41°25'58" West, 169.04 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 1038.00 feet;

Thence northwesterly along said curve, through a central angle of 12°15'21", an arc length of 222.03 feet to a tangent line;

Thence North 53°41'19" West, 23.44 feet;

Thence North 49°33'46" East, 57.36 feet;

Thence North 89°58'58" East, 146.82 feet to the **POINT OF BEGINNING**.

PARCEL #10:

A portion of that land as described within the Special Warranty Deed recorded in Fee No. 2016-058294, Pinal County Records, Arizona, being a portion of the Northeast quarter of

Section 16, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a found 5/8 inch rebar with 2 inch aluminum cap accepted as the Northeast corner of said Section 16 from which a found 3-1/4 inch aluminum cap accepted as the North quarter corner thereof bears South 89°11'59" West, 2711.53 feet;

Thence South 89°11'59" West, 1666.58 feet along the north line of said Northeast quarter;

Thence leaving said north line, South 00°48'01" East, 1303.00 feet to the **POINT OF BEGINNING**;

Thence continuing South 00°48'01" East, 118.61 feet;

Thence North 89°59'00" East, 157.01 feet;

Thence South 00°48'01" East, 91.74 feet;

Thence South 17°23'41" West, 63.57 feet to a non-tangent curve, concave northeasterly, having a radius of 562.00 feet, the center of which bears North 41°00'35" East;

Thence northwesterly along said curve, through a central angle of 07°33'26", an arc length of 74.13 feet to a tangent line;

Thence North 41°25'58" West, 268.60 feet;

Thence North 71°00'18" East, 44.96 feet to the beginning of a tangent curve, concave southerly, having a radius of 42.00 feet;

Thence easterly along said curve, through a central angle of 18°11'42", an arc length of 13.34 feet to a tangent line;

Thence North 89°11'59" East, 33.78 feet to the **POINT OF BEGINNING**.

PARCEL #11:

A portion of that land as described within the Special Warranty Deed recorded in Fee No. 2016-058294, Pinal County Records, Arizona, being a portion of the Northeast quarter of Section 16, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a found 5/8 inch rebar with 2 inch aluminum cap accepted as the Northeast corner of said Section 16 from which a found 3-1/4 inch aluminum cap accepted as the North quarter corner thereof bears South 89°11'59" West, 2711.53 feet;

Thence South 89°11'59" West, 1847.01 feet along the north line of said Northeast quarter;

Thence leaving said north line, South 00°48'01" East, 1329.99 feet to the **POINT OF BEGINNING**;

Thence South 41°25'58" East, 319.51 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 638.00 feet;

Thence southeasterly along said curve, through a central angle of 15°47'30", an arc length of 175.84 feet to a non-tangent line;

Thence South 32°46'32" West, 25.23 feet;

Thence North 87°17'37" West, 69.25 feet;

Thence South 69°40'52" West, 62.52 feet;

Thence North 23°36'51" West, 51.13 feet;

Thence North 05°33'53" East, 30.36 feet;

Thence North 15°17'03" West, 64.93 feet;

Thence North 38°57'19" West, 301.87 feet;

Thence North 48°34'02" East, 28.71 feet to the **POINT OF BEGINNING**.

PARCEL #12:

A portion of that land as described within the Special Warranty Deed recorded in Fee No. 2016-058294, Pinal County Records, Arizona, being a portion of the Northeast quarter of Section 16, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a found 5/8 inch rebar with 2 inch aluminum cap accepted as the Northeast corner of said Section 16 from which a found 3-1/4 inch aluminum cap accepted as the North quarter corner thereof bears South 89°11'59" West, 2711.53 feet;

Thence South 89°11'59" West, 1209.76 feet along the north line of said Northeast quarter;

Thence leaving said north line, South 00°48'01" East, 1593.00 feet to the **POINT OF BEGINNING**;

Thence continuing South 00°48'01" East, 123.30 feet to a non-tangent curve, concave northeasterly, having a radius of 562.00 feet, the center of which bears North 04°48'58" East;

Thence northwesterly along said curve, through a central angle of 27°37'38", an arc length of 270.99 feet to a non-tangent line;

Thence North 32°26'36" East, 40.69 feet;

Thence North 89°11'59" East, 230.78 feet to the **POINT OF BEGINNING**.

PARCEL #13:

A portion of that land as described within the Special Warranty Deed recorded in Fee No. 2016-058294, Pinal County Records, Arizona, being a portion of the Northeast quarter of Section 16, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a found 5/8 inch rebar with 2 inch aluminum cap accepted as the Northeast corner of said Section 16 from which a found 3-1/4 inch aluminum cap accepted as the North quarter corner thereof bears South 89°11'59" West, 2711.53 feet;

Thence South 89°11'59" West, 795.21 feet along the north line of said Northeast quarter;

Thence leaving said north line, South 00°48'01" East, 1795.09 feet to a non-tangent curve, concave northerly, having a radius of 1307.00 feet, the center of which bears North 01°09'40" West, being the **POINT OF BEGINNING**;

Thence easterly along said curve, through a central angle of 09°28'38", an arc length of 216.19 feet to a non-tangent line;

Thence South 10°38'19" East, 27.13 feet;

Thence South 58°16'15" West, 55.98 feet;

Thence South 53°27'12" West, 69.31 feet;

Thence North 58°12'06" West, 49.91 feet;

Thence North 69°14'02" West, 78.79 feet;

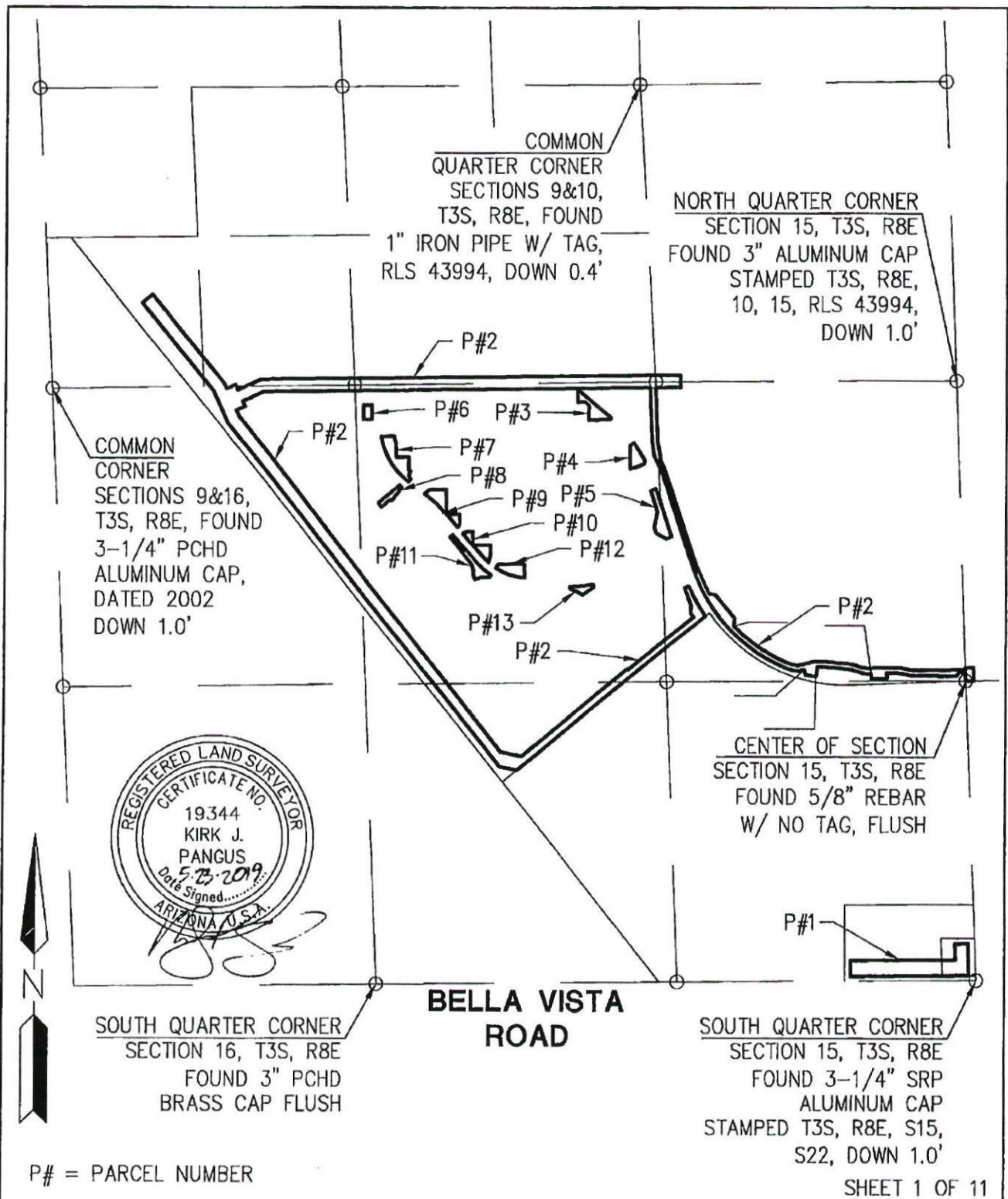
Thence North 01°09'40" West, 20.95 feet to the **POINT OF BEGINNING**.

The above described parcels contain a combined computed area of 1,826,347 sq. ft. (41.9272 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

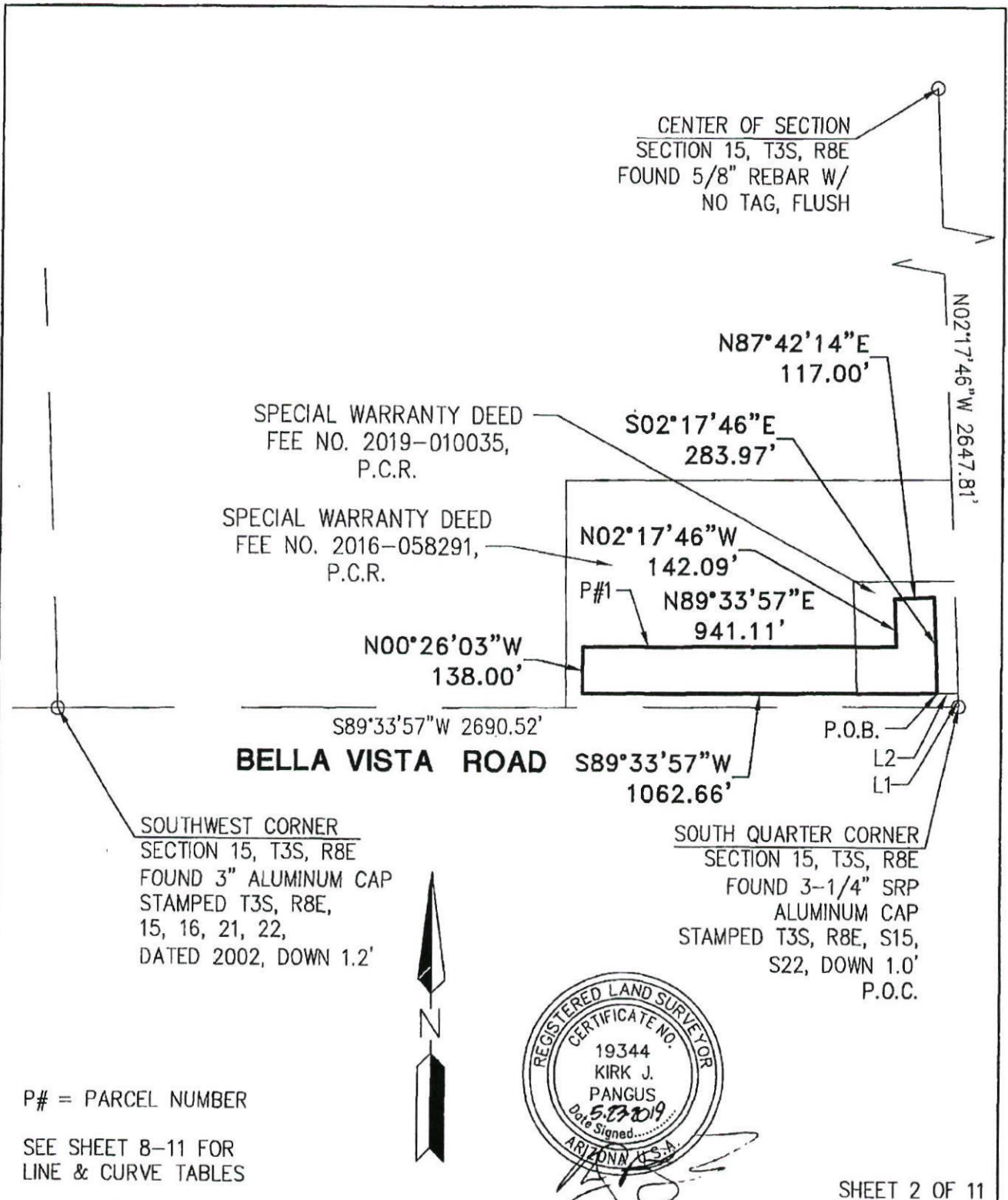
Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1359
Date: April 2019





PROJ.NO.: 1359	BELLA VISTA FARMS DRAINAGE EASEMENT 4 PINAL COUNTY, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAY 2019		
SCALE: N.T.S.		
DRAWN BY: JDL		
CHECKED BY: KJP	EXHIBIT	
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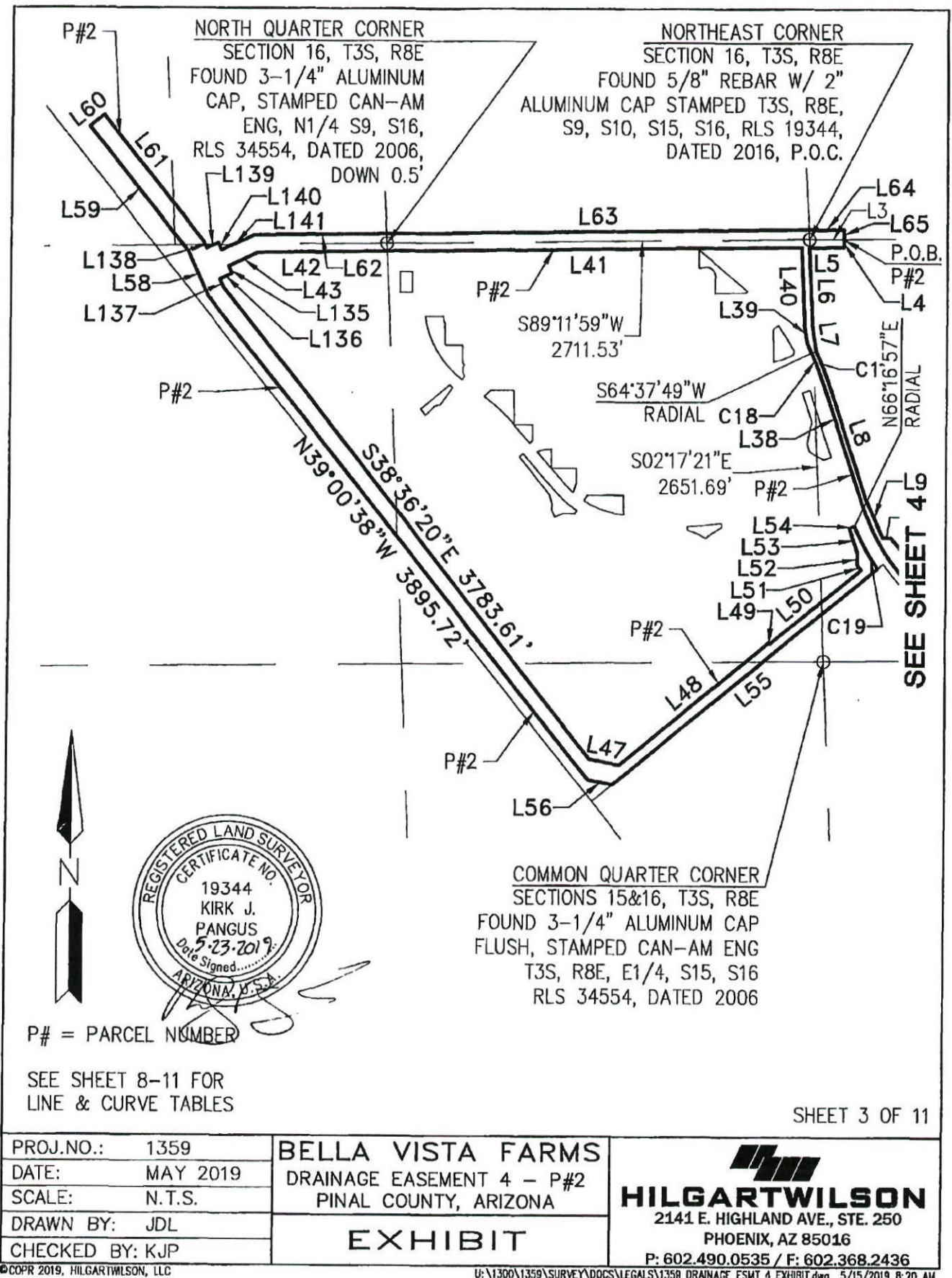
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PROJ.NO.: 1359	BELLA VISTA FARMS	HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAY 2019	DRAINAGE EASEMENT 4 - P#1	
SCALE: N.T.S.	PINAL COUNTY, ARIZONA	
DRAWN BY: JDL	EXHIBIT	
CHECKED BY: KJP		

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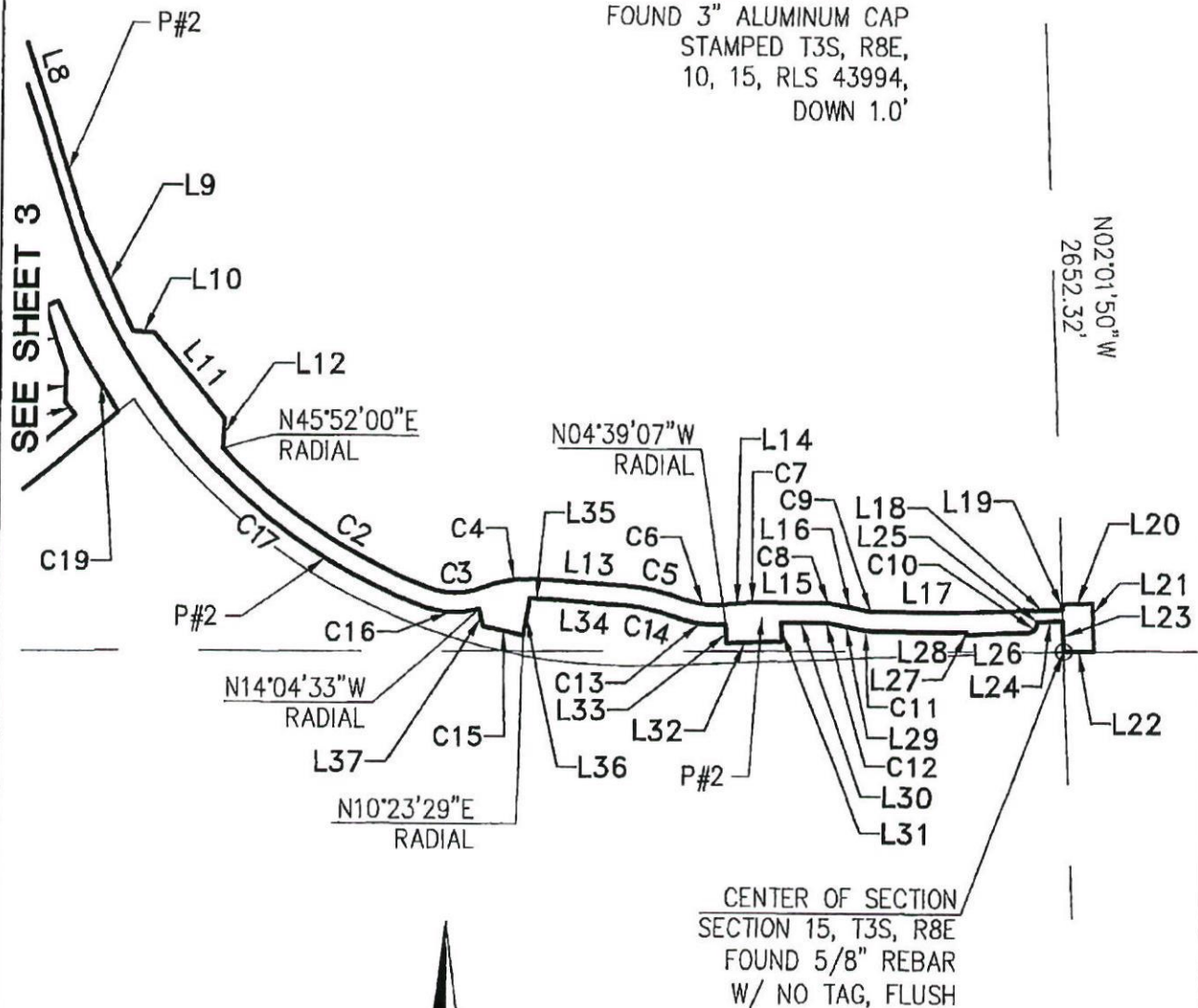
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SEE SHEET 3

NORTH QUARTER CORNER
SECTION 15, T3S, R8E
FOUND 3" ALUMINUM CAP
STAMPED T3S, R8E,
10, 15, RLS 43994,
DOWN 1.0'

N02°01'50"W
2652.32'



CENTER OF SECTION
SECTION 15, T3S, R8E
FOUND 5/8" REBAR
W/ NO TAG, FLUSH



P# = PARCEL NUMBER

SEE SHEET 8-11 FOR
LINE & CURVE TABLES

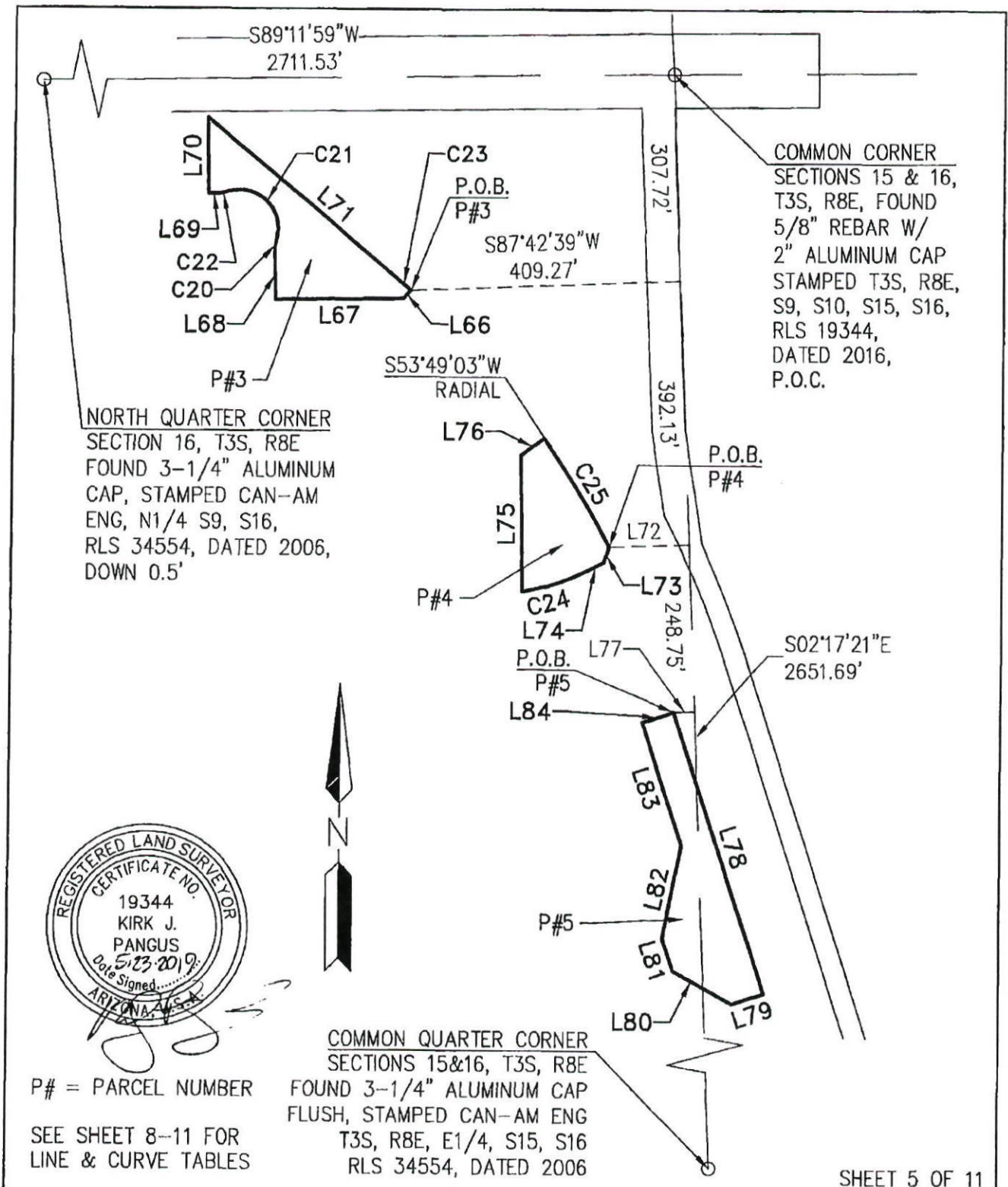
SHEET 4 OF 11

PROJ.NO.:	1359
DATE:	MAY 2019
SCALE:	N.T.S.
DRAWN BY:	JDL
CHECKED BY:	KJP

BELLA VISTA FARMS
DRAINAGE EASEMENT 4 - P#2
PINAL COUNTY, ARIZONA

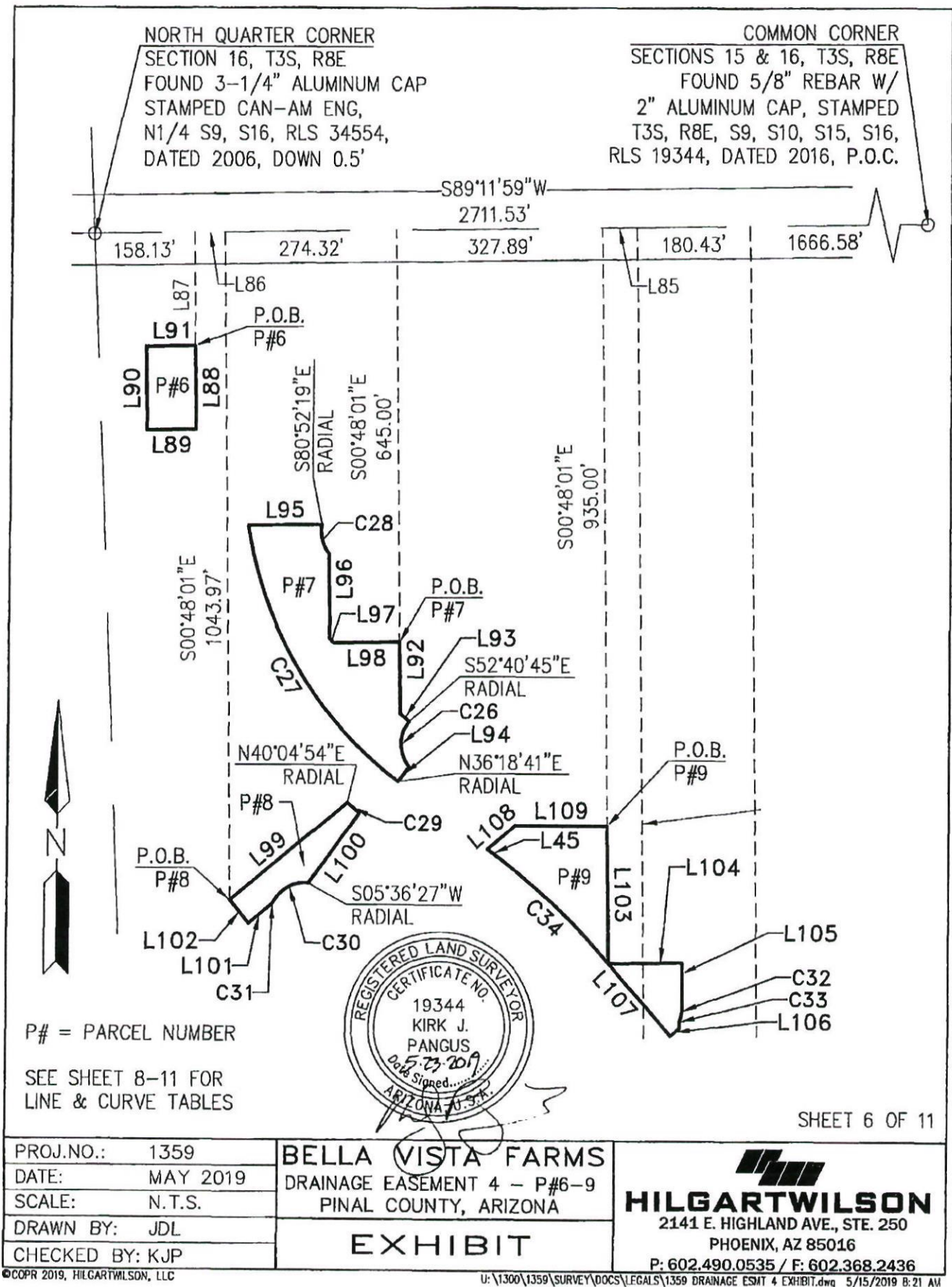
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2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436



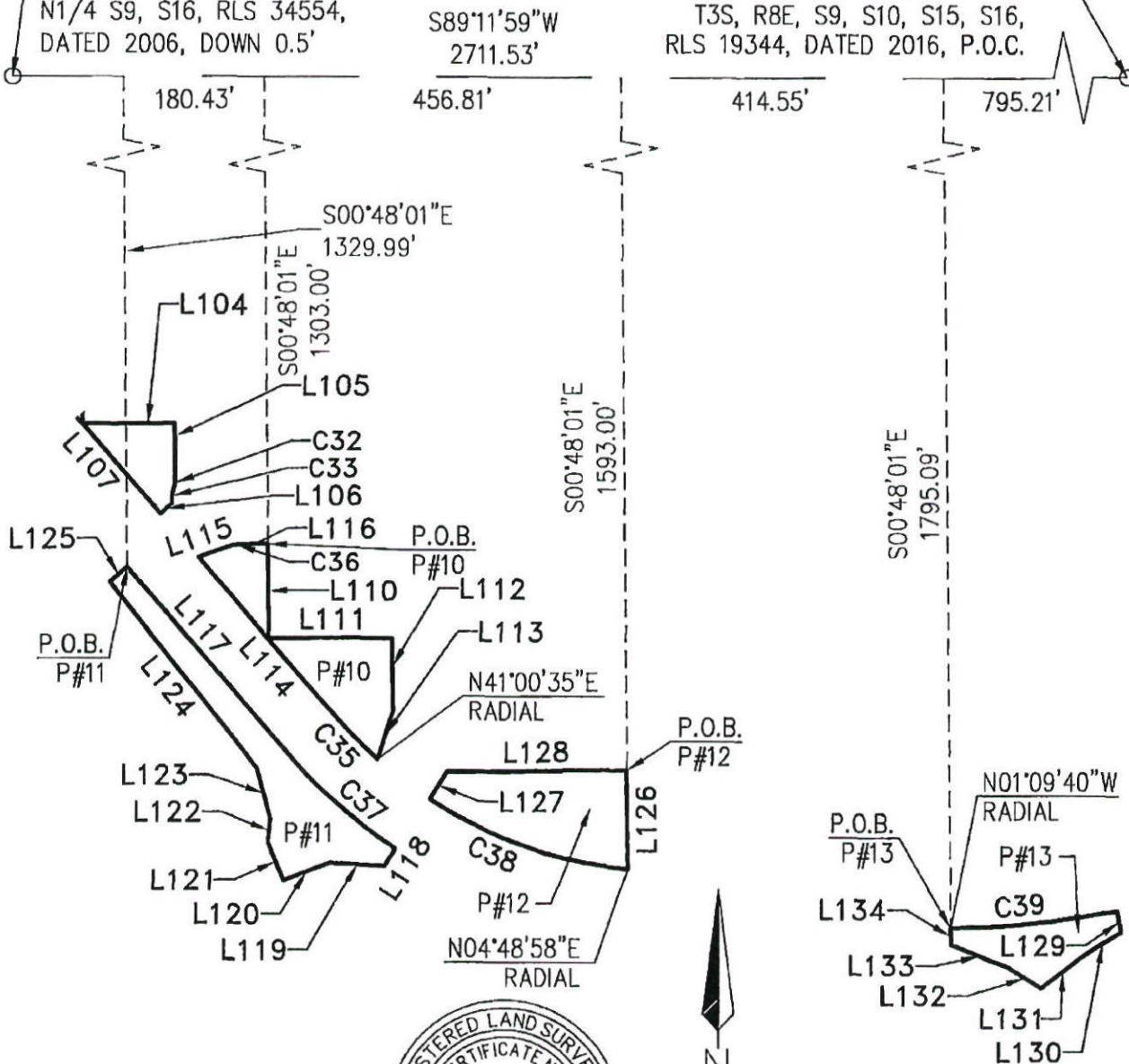
PROJ.NO.: 1359	BELLA VISTA FARMS DRAINAGE EASEMENT 4 - P#3-5 PINAL COUNTY, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
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NORTH QUARTER CORNER
SECTION 16, T3S, R8E
FOUND 3-1/4" ALUMINUM CAP
STAMPED CAN-AM ENG,
N1/4 S9, S16, RLS 34554,
DATED 2006, DOWN 0.5'

COMMON CORNER
SECTIONS 15 & 16, T3S, R8E
FOUND 5/8" REBAR W/
2" ALUMINUM CAP, STAMPED
T3S, R8E, S9, S10, S15, S16,
RLS 19344, DATED 2016, P.O.C.



P# = PARCEL NUMBER

SEE SHEET 8-11 FOR
LINE & CURVE TABLES

SHEET 7 OF 11

PROJ.NO.: 1359	BELLA VISTA FARMS DRAINAGE EASEMENT 4 - P#10-13 PINAL COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAY 2019		
SCALE: N.T.S.		
DRAWN BY: JDL		
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LINE TABLE			LINE TABLE		
LINE NO.	DIRECTION	LENGTH	LINE NO.	DIRECTION	LENGTH
L1	N02°17'46"W	40.02'	L24	S87°58'10"W	63.00'
L2	S89°33'57"W	63.03'	L25	S02°01'50"E	2.00'
L3	N89°37'34"E	220.00'	L26	S87°42'36"W	153.27'
L4	S00°22'26"E	50.00'	L27	N02°17'24"W	7.56'
L5	S89°37'34"W	219.81'	L28	S89°47'28"W	216.67'
L6	S02°17'21"E	473.89'	L29	N78°46'06"W	70.85'
L7	S08°59'01"E	177.54'	L30	S89°47'28"W	94.69'
L8	S18°24'52"E	805.05'	L31	S02°17'24"E	46.25'
L9	S25°00'50"E	271.34'	L32	S87°42'36"W	138.27'
L10	S86°25'37"E	53.56'	L33	N02°17'24"W	46.09'
L11	S40°10'14"E	272.56'	L34	N85°31'28"W	214.63'
L12	S03°30'57"W	71.73'	L35	N88°46'02"W	34.73'
L13	S85°31'28"E	214.63'	L36	S10°23'29"W	92.27'
L14	N85°20'53"E	62.78'	L37	N14°04'33"W	42.07'
L15	N89°47'28"E	161.98'	L38	N18°24'52"W	805.05'
L16	S78°46'06"E	70.85'	L39	N08°59'01"W	128.98'
L17	N89°47'28"E	242.05'	L40	N02°17'21"W	478.11'
L18	N87°58'10"E	214.29'	L41	S89°11'59"W	2661.33'
L19	N02°01'50"W	13.37'	L42	S89°11'48"W	821.73'
L20	N87°58'10"E	75.00'	L43	S65°25'50"W	206.35'
L21	S02°01'50"E	117.07'	L45	N53°41'19"W	23.44'
L22	S89°32'48"W	75.03'	L47	S79°00'31"E	193.42'
L23	N02°01'50"W	74.60'	L48	N51°02'41"E	1230.49'



SHEET 8 OF 11

PROJ.NO.: 1359	BELLA VISTA FARMS DRAINAGE EASEMENT 4 PINAL COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAY 2019		
SCALE: NONE		
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LINE TABLE			LINE TABLE		
LINE NO.	DIRECTION	LENGTH	LINE NO.	DIRECTION	LENGTH
L49	S38°57'19"E	10.00'	L73	S18°18'20"W	24.50'
L50	N51°02'41"E	748.51'	L74	S64°25'14"W	29.31'
L51	N38°57'19"W	42.95'	L75	N00°48'01"W	202.86'
L52	N01°09'12"E	72.78'	L76	N53°49'03"E	42.91'
L53	N18°21'37"W	164.87'	L77	N87°42'39"E	31.26'
L54	N66°16'57"E	33.79'	L78	S18°24'52"E	440.00'
L55	S51°02'41"W	2176.46'	L79	S71°35'08"W	50.00'
L56	N79°00'31"W	157.76'	L80	N61°24'53"W	102.64'
L58	N24°34'10"W	308.80'	L81	N18°24'52"W	51.00'
L59	N39°00'38"W	1008.50'	L82	N11°30'59"E	140.29'
L60	N50°59'22"E	115.00'	L83	N18°24'52"W	192.35'
L61	S39°00'38"E	1023.07'	L84	N71°35'08"E	50.00'
L62	N89°11'48"E	844.88'	L85	S89°11'59"W	55.88'
L63	N89°11'59"E	2711.76'	L86	S89°11'59"W	48.30'
L64	N89°37'34"E	220.22'	L87	N00°48'01"W	178.19'
L65	S00°22'26"E	60.00'	L88	S00°48'01"E	130.00'
L66	S44°11'59"W	16.97'	L89	S89°11'59"W	77.00'
L67	S89°11'59"W	195.45'	L90	N00°48'01"W	130.00'
L68	N00°48'01"W	74.03'	L91	N89°11'59"E	77.00'
L69	S89°11'59"W	14.95'	L92	S00°48'01"E	111.86'
L70	N00°48'01"W	113.07'	L93	S48°31'36"E	18.34'
L71	S50°37'26"E	372.49'	L94	S36°18'41"W	28.40'
L72	S87°42'39"W	121.35'	L95	N89°11'59"E	117.76'



SHEET 9 OF 11

PROJ.NO.: 1359
 DATE: MAY 2019
 SCALE: NONE
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BELLA VISTA FARMS
 DRAINAGE EASEMENT 4
 PINAL COUNTY, ARIZONA

EXHIBIT


HILGARTWILSON
 2141 E. HIGHLAND AVE., STE. 250
 PHOENIX, AZ 85016
 P: 602.490.0535 / F: 602.368.2436

LINE TABLE			LINE TABLE		
LINE NO.	DIRECTION	LENGTH	LINE NO.	DIRECTION	LENGTH
L96	S00°48'01"E	132.67'	L119	N87°17'37"W	69.25'
L97	S45°48'04"E	9.90'	L120	S69°40'52"W	62.52'
L98	N89°11'54"E	104.80'	L121	N23°36'51"W	51.13'
L99	N51°02'41"E	240.86'	L122	N05°33'53"E	30.36'
L100	S36°18'41"W	135.87'	L123	N15°17'03"W	64.93'
L101	S51°02'41"W	42.67'	L124	N38°57'19"W	301.87'
L102	N38°57'19"W	47.00'	L125	N48°34'02"E	28.71'
L103	S01°03'02"E	214.20'	L126	S00°48'01"E	123.30'
L104	N89°12'23"E	117.37'	L127	N32°26'36"E	40.69'
L105	S00°48'01"E	69.57'	L128	N89°11'59"E	230.78'
L106	S48°34'02"W	18.57'	L129	S10°38'19"E	27.13'
L107	N41°25'58"W	169.04'	L130	S58°16'15"W	55.98'
L108	N49°33'46"E	57.36'	L131	S53°27'12"W	69.31'
L109	N89°58'58"E	146.82'	L132	N58°12'06"W	49.91'
L110	S00°48'01"E	118.61'	L133	N69°14'02"W	78.79'
L111	N89°59'00"E	157.01'	L134	N01°09'40"W	20.95'
L112	S00°48'01"E	91.74'	L135	S24°34'10"E	50.00'
L113	S17°23'41"W	63.57'	L136	S65°25'50"W	85.00'
L114	N41°25'58"W	268.60'	L137	S24°34'10"E	55.87'
L115	N71°00'18"E	44.96'	L138	S24°34'10"E	43.37'
L116	N89°11'59"E	33.78'	L139	N65°25'50"E	85.00'
L117	S41°25'58"E	319.51'	L140	S24°34'10"E	50.00'
L118	S32°46'32"W	25.23'	L141	N65°25'50"E	229.50'



SHEET 10 OF 11

PROJ.NO.: 1359	BELLA VISTA FARMS DRAINAGE EASEMENT 4 PINAL COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
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CURVE TABLE				CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH	CURVE NO.	RADIUS	DELTA	LENGTH
C1	1430.00'	6°57'19"	173.59'	C24	367.00'	16°09'36"	103.51'
C2	1404.00'	25°02'49"	613.76'	C25	1302.00'	8°22'23"	190.27'
C3	195.00'	41°36'38"	141.62'	C26	58.00'	75°43'52"	76.66'
C4	355.00'	25°15'59"	156.55'	C27	612.00'	44°54'17"	479.65'
C5	455.00'	16°06'07"	127.87'	C28	58.00'	47°27'06"	48.03'
C6	245.00'	25°13'46"	107.88'	C29	688.00'	2°03'14"	24.66'
C7	155.00'	4°26'36"	12.02'	C30	58.00'	62°45'27"	63.53'
C8	205.00'	11°26'26"	40.93'	C31	42.00'	18°11'42"	13.34'
C9	195.00'	11°26'26"	38.94'	C32	42.00'	18°11'42"	13.34'
C10	25.00'	89°44'26"	39.16'	C33	58.00'	19°54'11"	20.15'
C11	243.00'	11°26'26"	48.52'	C34	1038.00'	12°15'21"	222.03'
C12	157.00'	11°26'26"	31.35'	C35	562.00'	7°33'26"	74.13'
C13	293.00'	25°13'46"	129.02'	C36	42.00'	18°11'42"	13.34'
C14	407.00'	16°06'07"	114.38'	C37	638.00'	15°47'30"	175.84'
C15	1452.00'	3°58'46"	100.85'	C38	562.00'	27°37'38"	270.99'
C16	243.00'	34°53'44"	148.00'	C39	1307.00'	9°28'38"	216.19'
C17	1452.00'	50°45'57"	1286.52'				
C18	1398.00'	9°33'32"	233.24'				
C19	1548.00'	11°25'50"	308.83'				
C20	42.00'	18°11'42"	13.34'				
C21	58.00'	126°23'23"	127.94'				
C22	42.00'	18°11'42"	13.34'				
C23	1302.00'	1°16'48"	29.09'				



SHEET 11 OF 11

PROJ.NO.: 1359
DATE: MAY 2019
SCALE: NONE
DRAWN BY: JDL
CHECKED BY: KJP

BELLA VISTA FARMS
DRAINAGE EASEMENT 4
PINAL COUNTY, ARIZONA

EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

Fees# 2019-079138

This document is a full, true and correct
copy of the original recorded in this office.

Attest: April 16 2019

Virginia Ross
Pinal County Recorder, State of Arizona, County of Pinal

By R. [Signature] Deputy

Exhibit A
Revised Legal Descriptions

**BELLA VISTA FARMS
DRAINAGE EASEMENT
LEGAL DESCRIPTION**

Parcels of land being situated within the South Half of Section 9, the Southwest Quarter of Section 10, West Half of Section 15 and North Half of Section 16, Township 3 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, being more particularly described as follows:

PARCEL 1:

BEGINNING at a found 3 inch Aluminum cap accepted as the North Quarter corner of said Section 15 from which a found 5/8 inch rebar with 2 inch aluminum cap accepted as the Northwest corner thereof bears South 89°37'34" West, 2702.33 feet;

Thence South 89°37'34" West, 133.09 feet along the north line of the Northwest Quarter of said Section 15;

Thence leaving said north line, South 15°17'38" East, 51.74 feet;

Thence South 89°37'34" West, 2582.37 feet along a line which is 50.00 feet south of and parallel with the north line of the Northwest Quarter of said Section 15;

Thence leaving said parallel line, South 89°11'59" West, 2711.35 feet along a line which is 50.00 feet south of and parallel with the north line of the Northeast Quarter of said Section 16;

Thence leaving said parallel line, South 89°11'48" West, 821.73 feet along a line which is 50.00 feet south of and parallel with the north line of the Northwest Quarter of said Section 16;

Thence leaving said parallel line, South 65°25'50" West, 206.35 feet;

Thence South 24°34'10" East, 50.00 feet;

Thence South 65°25'50" West, 85.00 feet;

Thence South 24°34'10" East, 55.87 feet;

Thence South 38°36'20" East, 1386.62 feet;

Thence South 51°02'41" West, 105.09 feet;

Thence North 39°00'38" West, 1401.48 feet;

Thence North 24°34'10" West, 308.80 feet;

Thence North 39°00'38" West, 1008.50 feet;

Thence North 50°59'22" East, 115.00 feet;

Thence South 39°00'38" East, 1023.07 feet;

Thence South 24°34'10" East, 43.37 feet;

Thence North 65°25'50" East, 85.00 feet;

Thence South 24°34'10" East, 50.00 feet;

Thence North 65°25'50" East, 229.50 feet;

Thence North 89°11'48" East, 844.88 feet along a line which is 60.00 feet north of and parallel with the south line of the Southwest Quarter of said Section 9;

Thence leaving said parallel line, North 89°11'59" East, 2711.76 feet along a line which is 60.00 feet north of and parallel with the south line of the Southeast Quarter of said Section 9;

Thence leaving said parallel line, North 89°37'34" East, 2700.73 feet along a line which is 60.00 feet north of and parallel with the south line of the Southwest Quarter of said Section 10;

Thence leaving said parallel line, South 02°06'20" East, 60.03 feet along the east line of the Southwest Quarter of said Section 10 to the **POINT OF BEGINNING**.

PARCEL 2:

COMMENCING at a found 3-1/4 inch SRP aluminum cap accepted as the South Quarter corner of said Section 15 from which a found 3 inch aluminum cap accepted as the Southwest corner thereof bears South 89°33'57" West, 2690.52 feet;

Thence South 89°33'57" West, 64.33 feet along the south line of said Southwest Quarter of said Section 15;

Thence leaving said south line, North 00°26'03" West, 40.00 feet to the **POINT OF BEGINNING**;

Thence South 89°33'57" West, 1062.66 feet along a line which is 40.00 feet north of and parallel with the south line of the Southwest Quarter of said Section 15;

Thence leaving said parallel line, North 00°26'03" West, 138.00 feet;

Thence North 89°33'57" East, 941.11 feet along a line which is 178.00 feet north of and parallel with the south line of the Southwest Quarter of said Section 15;

Thence leaving said parallel line, North 02°17'46" West, 142.09 feet along a line which is 125.00 feet west of and parallel with the westerly Right of Way line of Schnepf Road as recorded in Document No. 2019-079146, Pinal County Records;

Thence leaving said parallel line, North 87°42'14" East, 117.00 feet;

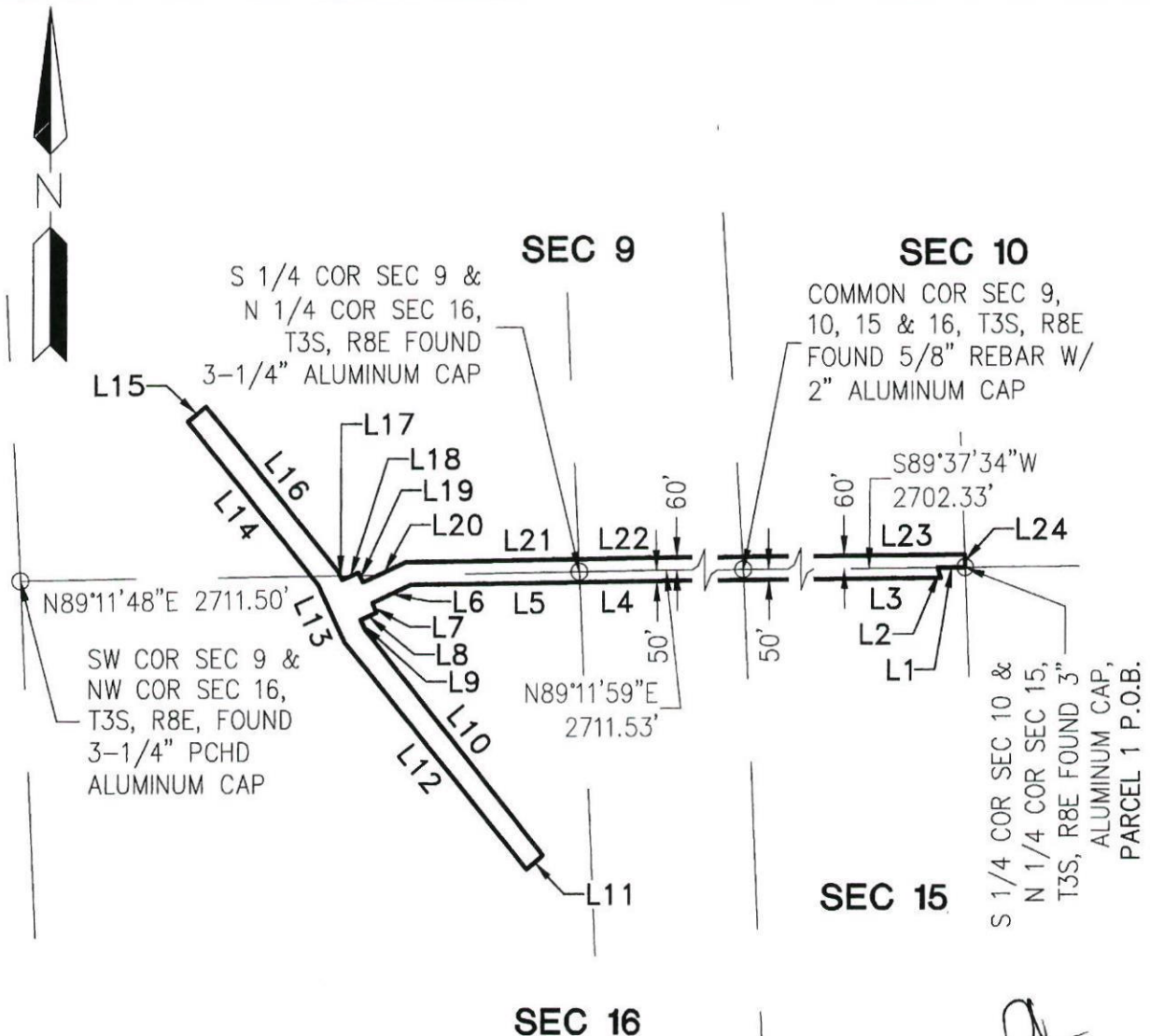
Thence South 02°17'46" East, 283.97 feet along a line which is 8.00 feet west of and parallel with said westerly Right of Way line to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 1,191,540 sq. ft. (27.3540 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 1359
Date: March 2021





P.O.B. – POINT OF BEGINNING

PAGE 1 OF 3

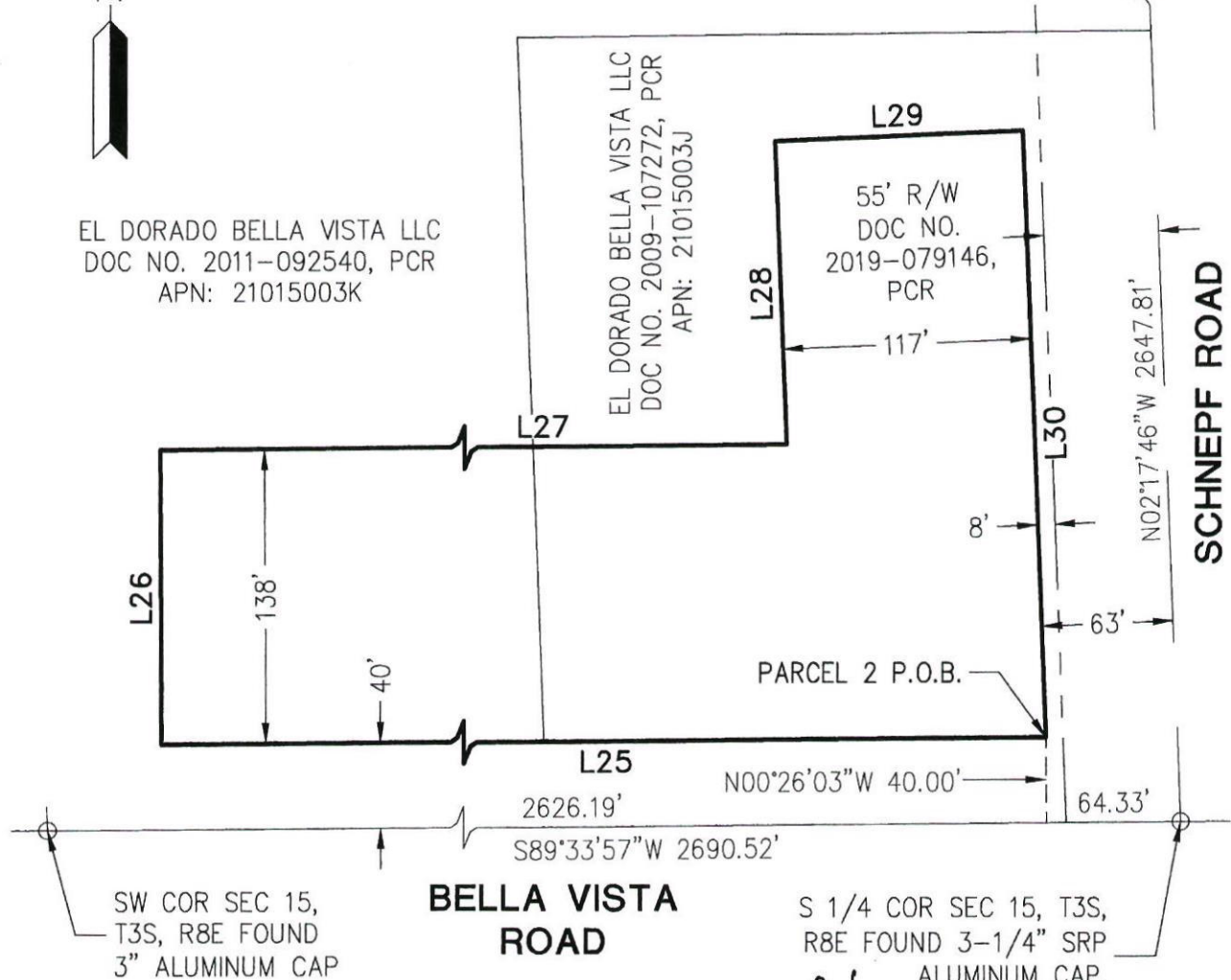
PROJ.NO.: 1359	BELLA VISTA FARMS DRAINAGE EASEMENT PINAL COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAR 2021		
SCALE: N.T.S.		
DRAWN BY: GS		
CHECKED BY: BJB		



EL DORADO BELLA VISTA LLC
DOC NO. 2011-092540, PCR
APN: 21015003K

EL DORADO BELLA VISTA LLC
DOC NO. 2009-107272, PCR
APN: 21015003J

CENTER OF SEC 15,
T3S, R8E FOUND
5/8" REBAR, FLUSH



P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT

PAGE 2 OF 3

PROJ.NO.: 1359
DATE: MAR 2021
SCALE: N.T.S.
DRAWN BY: GS
CHECKED BY: BJB

BELLA VISTA FARMS
DRAINAGE EASEMENT
PINAL COUNTY, ARIZONA
EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S89°37'34"W	133.09'
L2	S15°17'38"E	51.74'
L3	S89°37'34"W	2582.37'
L4	S89°11'59"W	2711.35'
L5	S89°11'48"W	821.73'
L6	S65°25'50"W	206.35'
L7	S24°34'10"E	50.00'
L8	S65°25'50"W	85.00'
L9	S24°34'10"E	55.87'
L10	S38°36'20"E	1386.62'
L11	S51°02'41"W	105.09'
L12	N39°00'38"W	1401.48'
L13	N24°34'10"W	308.80'
L14	N39°00'38"W	1008.50'
L15	N50°59'22"E	115.00'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L16	S39°00'38"E	1023.07'
L17	S24°34'10"E	43.37'
L18	N65°25'50"E	85.00'
L19	S24°34'10"E	50.00'
L20	N65°25'50"E	229.50'
L21	N89°11'48"E	844.88'
L22	N89°11'59"E	2711.76'
L23	N89°37'34"E	2700.73'
L24	S02°06'20"E	60.03'
L25	S89°33'57"W	1062.66'
L26	N00°26'03"W	138.00'
L27	N89°33'57"E	941.11'
L28	N02°17'46"W	142.09'
L29	N87°42'14"E	117.00'
L30	S02°17'46"E	283.97'



PAGE 3 OF 3

PROJ.NO.: 1359	BELLA VISTA FARMS DRAINAGE EASEMENT PINAL COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAR 2021		
SCALE: NONE		
DRAWN BY: GS		
CHECKED BY: BJB		



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 64

Dept. #: 311

Dept. Name: Public Works

Director: Andrew Smith

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Resolution No. 050521-RD20-098 releasing Maintenance Bond No. 59BSBHS3752, associated with The Parks, Parcel A, located in Section 31, Township 2 South, Range 8 East. Supervisor District #2. (RD20-098) (Claudia Ibarra/Andrew Smith)

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

There aren't any expected fiscal considerations or impacts associated with this agenda item.

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

There aren't any expected fiscal considerations or impacts associated with this agenda item.

MOTION:

Approve as presented

History	Who	Approval
Time		
4/23/2021 2:42 PM	County Attorney	Yes
4/27/2021 9:16 AM	Budget Office	Yes
4/27/2021 9:42 AM	County Manager	Yes
4/27/2021 9:46 AM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Resolution](#)

☐ [Memo](#)

When recorded, return to:
Clerk of the Board
P.O. Box 827
Florence AZ 85132

RESOLUTION NO. _____

**A RESOLUTION OF THE PINAL COUNTY, ARIZONA, BOARD OF SUPERVISORS
RELEASING MAINTENANCE BOND NO. 59BSBHS3752 ASSOCIATED WITH THE
PARKS, PARCEL A, LOCATED IN SECTION 31, TOWNSHIP 2 SOUTH, RANGE 8
EAST, SUPERVISORY DISTRICT 2**

WHEREAS, this matter has been brought before the Pinal County Board of Supervisors by a request from the subdivision developer ("Subdivider") in connection with The Parks, Parcel A (the "Subdivision"); and

WHEREAS, in order to assure the satisfactory completion of construction of all required subdivision improvements in connection with the Subdivision, the Subdivider posted Maintenance Bond No. 59BSBHS3752 in the amount of Thirty-Nine Thousand Eight Hundred Sixty-Nine 40/100 Dollars (\$39,869.40) issued by Hartford Fire Insurance Company (the "Maintenance Bond"); and

WHEREAS, the Pinal County Department of Public Works has determined that construction of all required subdivision improvements in connection with the Subdivision are in conformance with Pinal County standards and that the Maintenance Bond may be released.

NOW, THEREFORE, BE IT RESOLVED by the Pinal County Board of Supervisors that Maintenance Bond No. 59BSBHS3752 in the amount of Thirty-Nine Thousand Eight Hundred Sixty-Nine 40/100 Dollars (\$39,869.40) issued by Hartford Fire Insurance Company, is released upon execution of this Resolution; and

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon recording of said Resolution with the Office of the County Recorder, Pinal County, Arizona.

PASSED AND ADOPTED this _____ day of _____, 2021, by the PINAL COUNTY BOARD OF SUPERVISORS.

Chair of the Board

APPROVED AS TO FORM:

ATTEST:

Deputy County Attorney

Clerk/Deputy Clerk of the Board

PUBLIC RIGHT OF WAY BOND

BOND NO. 59BSBHS3752

KNOW ALL MEN BY THESE PRESENTS That we,

Meritage Homes Construction, Inc., as Principal and
Hartford Fire Insurance Company, as Surety are bound unto
Pinal County herein called Obligee, in the

sum of Thirty Nine Thousand Eight
Hundred Sixty Nine Dollars and 40/100 Dollars (\$39,869.40) for the payment for
which we bind ourselves, our personal representatives, successors and assigns, jointly and
severally.

Whereas, the above bounder Principal has entered into an Agreement dated 10/13/2014
with the Obligee in connection with The Parks Parcel A Reapproved Paving Plans 10/13/14

which Agreement is by reference made a part hereof and is hereinafter referred to as the
"Agreement".

NOW THEREFORE, if the above bounden Principal shall well and truly perform the work contracted
to be performed under said contract, then this obligation shall be void; otherwise to remain in full
force and effect.

Signed and sealed this 4th day of August, 2017.

ATTEST:


JASON MUEHRETZ



Meritage Homes Construction, Inc.

PRINCIPAL


By:


Darin E. Rowe
Vice President Asset Management

Hartford Fire Insurance Company

SURETY

By:


Attorney-In-Fact
Kristin D. Thurber

Surety's Phone Number: 860-547-5000

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
Bond T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: SurePath

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint

Kristin D. Thurber of Scottsdale, AZ

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 59BSBHS3752 on behalf of Meritage Homes Construction, Inc.

naming

Pinal County as Obligor in the amount of See Bond Form on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

ss. Hartford

COUNTY OF HARTFORD

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2021

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 4, 2017
Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President



MEMORANDUM

DATE: August 16, 2017

TO: Scott Bender, P.E., Pinal County Engineer *SEB*

FROM: Charles Williams, Inspection Section Chief *CW*

CC: Tara Harman, Transportation Planning Specialist
Melody Bozza, Senior Administrative Assistant
Megan Villegas, Engineering Administration Division Head
Jason Moody, Quality Assurance Inspector
Jim Higginbotham, Maintenance Branch Chief
Lindsey Randall, Area 2 Engineer
Benjamin Coker, GIS Analyst
Johnny Hernandez, Traffic Section Foreman

Subject: The Parks, Parcel A Subdivision

The parcel(s) listed above appears to have been constructed in substantial conformance with the approved plans and specifications.

The punch list has been completed and all the required test data and as-built plans have been submitted.

It is the recommendation of the Inspection Section to have these streets accepted into the Pinal County Maintenance System.

Public Works Department

31 N. Pinal Street, Building F., PO Box 727 Florence, AZ 85132
T 520-509-3555 Hours: M-F 8:00 am – 5:00 pm F 520-866-6511

www.pinalcountyaz.gov



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 64

Dept. #: 311

Dept. Name: Public Works

Director: Andrew Smith

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Resolution No. 050521-RD20-099 releasing Maintenance Bond No. 1059071, associated with The Parks, Parcel B, located in Section 31, Township 2 South, Range 8 East. Supervisor District #2. (RD20-099) (Claudia Ibarra/Andrew Smith)

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

There aren't any expected fiscal considerations or impacts associated with this agenda item.

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

There aren't any expected performance impacts associated with this agenda item.

MOTION:

Approve as presented

History		
Time	Who	Approval
4/23/2021 2:45 PM	County Attorney	Yes
4/27/2021 9:17 AM	Budget Office	Yes
4/27/2021 9:43 AM	County Manager	Yes
4/27/2021 9:46 AM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Resolution](#)

☐ [Memo](#)

☐ [Project Map](#)

When recorded, return to:
Clerk of the Board
P.O. Box 827
Florence AZ 85132

RESOLUTION NO. _____

**A RESOLUTION OF THE PINAL COUNTY, ARIZONA, BOARD OF SUPERVISORS
RELEASING MAINTENANCE BOND NO. 1059071 ASSOCIATED WITH THE PARKS,
PARCEL B, LOCATED IN SECTION 31, TOWNSHIP 2 SOUTH, RANGE 8 EAST,
SUPERVISORY DISTRICT 2**

WHEREAS, this matter has been brought before the Pinal County Board of Supervisors by a request from the subdivision developer ("Subdivider") in connection with The Parks, Parcel B (the "Subdivision"); and

WHEREAS, in order to assure the satisfactory completion of construction of all required subdivision improvements in connection with the Subdivision, the Subdivider posted Maintenance Bond No. 1059071 in the amount of One Hundred Fifteen Thousand Five Hundred Three and 18/100 Dollars (\$115,503.18) issued by Hartford Fire Insurance Company (the "Maintenance Bond"); and

WHEREAS, the Pinal County Department of Public Works has determined that construction of all required subdivision improvements in connection with the Subdivision are in conformance with Pinal County standards and that the Maintenance Bond may be released.

NOW, THEREFORE, BE IT RESOLVED by the Pinal County Board of Supervisors that Maintenance Bond No. 1059071 in the amount of One Hundred Fifteen Thousand Five Hundred Three and 18/100 Dollars (\$115,503.18) issued by Hartford Fire Insurance Company, is released upon execution of this Resolution; and

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon recording of said Resolution with the Office of the County Recorder, Pinal County, Arizona.

PASSED AND ADOPTED this _____ day of _____, 2021, by the PINAL COUNTY BOARD OF SUPERVISORS.

Chair of the Board

APPROVED AS TO FORM:

ATTEST:

Deputy County Attorney

Clerk/Deputy Clerk of the Board

BOND No. 1059071

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we: Meritage Homes Construction, Inc. of 8800 E. Raintree Drive, Suite 300, Scottsdale, AZ 85260, as Principal, and The Hanover Insurance Company, 440 Lincoln Street, Worcester, MA 01653, a Corporation organized and existing under the laws of the State of New Hampshire, and authorized to do business as a Surety in the State of Arizona, as Surety, are held and firmly bound unto the Pinal County, 31 North Pinal Street, Florence, AZ 85132, as Obligee, in the amount of One Hundred Fifteen Thousand Five Hundred Three and 18/100 Dollars (\$115,503.18), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

Signed and Sealed this 24th day of August 2017.

WHEREAS, the above bounded Principal has agreed to provide a warranty for full workmanship and materials used in offsite improvements for The Parks Parcel B and Painted Desert Drive – Reapproved Paving Plans re-sealed 11/10/14.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounded Principal shall well and truly keep, do and perform, each and every, all and singular, the matter and things provided in the twelve (12) month warranty and shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void; otherwise to be an remain in full force and effect until all correctable items have been addressed and approved by Obligee.

PRINCIPAL

Meritage Homes Construction, Inc.

By: 
Darin E. Rowe
Vice President Asset Management

SURETY

The Hanover Insurance Company

By: 
Erin Brown, Attorney-In-Fact

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

David G. Jensen, Erin Brown, Kristin D. Thurber and/or James A. Bracy

of **Willis of Arizona, Inc., Phoenix, AZ** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, knowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

WHEREAS, the Board of Directors of the Company duly adopted a resolution on March 24, 2014 authorizing and empowering certain officers of the Company to appoint attorneys-in-fact of the Company to execute on the Company's behalf certain surety obligations and other writings and obligations related thereto (the "Original Surety Resolution");

WHEREAS, the Company's Board of Directors wishes to affirm the continued authority of all of the attorneys-in-fact that were issued pursuant to the Original Surety Resolution prior to the date hereof and that remain issued and outstanding; and

WHEREAS, the Company's Board of Directors wishes to restate the Original Resolution and adopt certain related resolutions.

NOW THEREFORE, be it hereby:

RESOLVED: That the authority of all attorneys-in-fact of the Company validly issued pursuant to the Original Surety Resolution prior to the date hereof and that remain issued and outstanding as of the date hereof are hereby ratified, confirmed and approved in all respects.

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That all such surety Attorneys-in-facts issued by the Company from and including the date hereof shall be authorized pursuant to the foregoing resolution (the "Surety Resolution").

RESOLVED: That the President or any Vice President of the Company, in conjunction with any Vice President, be and hereby are authorized and empowered to establish, and from time to time review and amend, written security measures, protocols and safeguards for all Attorneys-in-fact issued by the Company pursuant to the Surety Resolution, including without limitation, security features on the actual certificates issued by the Company and evidencing such Attorneys-in-fact.


IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 5th day of June 2015.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

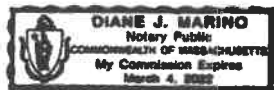

Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


J. Michael Peto, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 5th day of June 2015 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 24th day of August 2017.

CERTIFIED COPY


Theodore G. Martinez, Vice President



MEMORANDUM

DATE: November 27, 2017

TO: Scott Bender, P.E., Pinal County Engineer *SEIS*

FROM: Charles Williams, Inspection Section Chief *CW*

CC: Tara Harman, Transportation Planning Specialist
Melody Bozza, Senior Administrative Assistant
Megan Villegas, Engineering Administration Division Head
Jason Moody, Quality Assurance Inspector
Jim Higginbotham, Maintenance Branch Chief
Lindsey Randall, Area 2 Engineer
Benjamin Coker, GIS Analyst
Johnny Hernandez, Traffic Section Foreman

Subject: The Parks, Parcel B Subdivision including Painted Desert Dr. (from Combs Rd. to approximately 200' south of Yellowstone Dr.)

The parcel(s) listed above appears to have been constructed in substantial conformance with the approved plans and specifications.

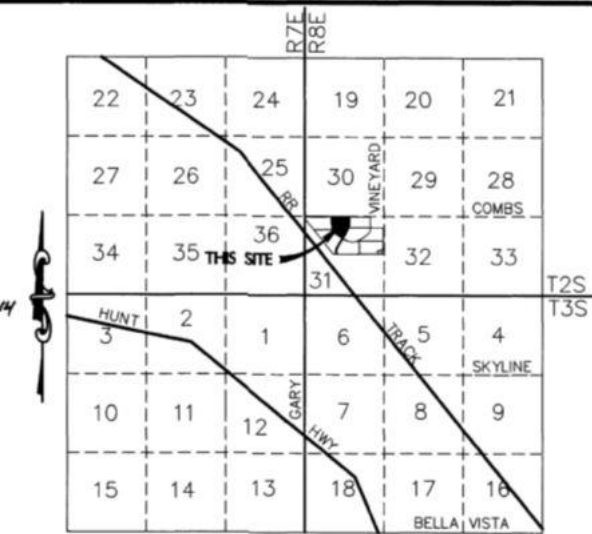
The punch list has been completed and all the required test data and as-built plans have been submitted.

It is the recommendation of the Inspection Section to have these streets accepted into the Pinal County Maintenance System.

Public Works Department

31 N. Pinal Street, Building F., PO Box 727 Florence, AZ 85132
T 520-509-3555 Hours: M-F 8:00 am – 5:00 pm F 520-866-6511

www.pinalcountyaz.gov



VICINITY MAP



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 64

Dept. #: 311

Dept. Name: Public Works

Director: Andrew Smith

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Resolution No. 050521-RD20-100 accepting into the Pinal County Highway Maintenance System the Streets Associated with San Tan Ridge Parcel C-1 (AKA San Tan Heights Parcel C-1) located in Section 11, Township 3 South, Range 7 East and Releasing Subdivision Improvement Performance Bond No. TM5235810 assurance, and accepting Maintenance Bond No. 609204200. Supervisor District #2. (RD20-100) (Claudia Ibarra/Andrew Smith)

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

There aren't any expected fiscal considerations or impacts associated with this agenda item.

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

There aren't any expected performance impacts associated with this agenda item.

MOTION:

Approve as presented

History	Who	Approval
Time		
4/23/2021 3:10 PM	County Attorney	Yes
4/27/2021 9:17 AM	Budget Office	Yes
4/27/2021 9:42 AM	County Manager	Yes
4/27/2021 9:47 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Resolution](#)

☐ [Memo](#)

When recorded, return to:
Clerk of the Board
P.O. Box 827
Florence AZ 85132

RESOLUTION NO. _____

A RESOLUTION OF THE PINAL COUNTY, ARIZONA, BOARD OF SUPERVISORS ACCEPTING INTO THE PINAL COUNTY HIGHWAY MAINTENANCE SYSTEM THE STREETS ASSOCIATED WITH SAN TAN RIDGE PARCEL C-1 (AKA SAN TAN HEIGHTS PARCEL C-1) LOCATED IN SECTION 11, TOWNSHIP 03 SOUTH, RANGE 07 EAST, RELEASING THE SUBDIVISION IMPROVEMENT PERFORMANCE BOND NO. TM5235810 ASSURANCE, AND ACCEPTING MAINTENANCE BOND NO. 609204200. SUPERVISORY DISTRICT 2

WHEREAS, pursuant to A.R.S. § 11-822, Pinal County has authority to accept subdivision streets into the Pinal County Highway Maintenance System; and

WHEREAS, this matter has been brought before the Pinal County Board of Supervisors by a request by the subdivision developer and recommended by the Director of Public Works; and

WHEREAS, the Pinal County Department of Public Works has found as follows:

1. Street and drainage design is in accordance with Pinal County Standards
2. Construction has been monitored by the Department of Public Works
3. Street rights-of-way have been duly dedicated; and

WHEREAS, provision has been made by law and ordinance whereby the principal shall provide security to guarantee against damage by on-site construction.

NOW, THEREFORE, BE IT RESOLVED by the Pinal County Board of Supervisors that the streets identified and dedicated to the public in the Final Plat for San Tan Ridge C-1 (aka San Tan Heights Parcel C-1), located in Section 11, Township 03 South, Range 07 East, Pinal County, Arizona are hereby accepted into the Pinal County Highway Maintenance System; and

BE IT FURTHER RESOLVED, Bond No. TM5235810 in the original amount of One Million Six Hundred Thirty-Four Thousand One Hundred Fifty and 92/100 (\$1,634,150.92), are released upon execution of this Resolution; and

BE IT FURTHER RESOLVED, Maintenance Bond No. 609204200 in the amount of Sixty-Six Thousand Six Hundred Sixty-Three and 00/100 (\$66,663.00) issued by Liberty Mutual Insurance Company, is accepted by the Pinal County Board of Supervisors upon execution of this Resolution; and

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon recording of said Resolution with the Office of the County Recorder, Pinal County, Arizona.

PASSED AND ADOPTED this _____ day of _____, 2021, by the PINAL COUNTY BOARD OF SUPERVISORS.

Chair of the Board

ATTEST:

Clerk/Deputy Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

Maintenance Bond
Bond No. 609204200

KNOW ALL MEN BY THESE PRESENTS:

That we, **Meritage Homes Construction, Inc.**, hereinafter called Principal, and **Liberty Mutual Insurance Company**, hereinafter called Surety, are held and firmly bound unto **Pinal County, located at 31 N. Pinal Street, Building F, P.O. Box 2973, Florence, AZ 85132**, hereinafter called Obligee, in the amount of **Sixty-Six Thousand Six Hundred Sixty-Three and No/100 Dollars (\$66,663.00)**, lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Obligee has entered into a certain agreement with Pinal County a portion of which requires a one-year maintenance bond covering workmanship and materials for the List of Improvements covered, hereinafter called Improvements, at San Tan Ridge Parcel C-1 (aka San Tan Heights Parcel C-1), which improvements have been or are about to be Completed and accepted.

NOW, THEREFORE, if said improvements shall be free from defects of workmanship and materials, general wear and tear excepted, for a period of one year from the date of acceptance of said improvements, then this obligation shall be null and void; Otherwise to remain in full force and effect.

Signed and Sealed this 4th day of January, **2021**

Meritage Homes Construction, Inc.

By: 

Its: Stephen A. Turk
VP NATIONAL LAND DEVELOPMENT

Liberty Mutual Insurance Company

By: 

Phillip Knowler, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204502-985949**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aimee R. Perondine; Alexis Apostolidis; Bethany Stevenson; Brendan Fletcher; Bryan M. Caneschi; Cassandra Baez; Donna M. Planeta; Eric Strba; Jacqueline Susco; Janee Wright; Joshua Sanford; Kathryn Pryor; Michelle Ann McMahon; Nicholas Turcarno; Phillip Kowner; Rebecca M. Stevenson; Tanya Nguyen

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of November, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 17th day of November, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of January, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



MEMORANDUM

DATE: April 13, 2021

TO: Celeste Garza, Assistant County Engineer *CG*

FROM: Charles Williams, Inspection Supervisor *CW*

CC: Claudia Ibarra, Administrative Specialist
Megan Villegas, Engineering Administration Division Head
Kenneth White, Quality Assurance Inspector
Jim Higginbotham, Maintenance Branch Chief
Steve Thompson, Maintenance Foreman
Zach Paul, GIS Analyst
Benjamin Coker, GIS Analyst
Benjamin Navarro, Traffic Section Foreman
Joe Ramirez, Pavement Preservation

Subject: San Tan Heights Parcel C-1

The parcel(s) listed above appears to have been constructed in substantial conformance with the approved plans and specifications.

The punch list has been completed and all the required test data and as-built plans have been submitted.

It is the recommendation of the Inspection Section to have these streets accepted into the Pinal County Maintenance System.

Public Works Department

31 N. Pinal Street, Building F., PO Box 727 Florence, AZ 85132
T 520-509-3555 Hours: M-F 8:00 am – 5:00 pm F 520-866-6511

www.pinalcountyyaz.gov



VICINITY MAP
NTS



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 64

Dept. #: 311

Dept. Name: Public Works

Director: Andrew Smith

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Resolution No. 050521-RD20-101 accepting into the Pinal County Highway Maintenance System the Streets Associated with San Tan Ridge Parcel C-2 (AKA San Tan Heights Parcel C-2) located in Section 11, Township 3 South, Range 7 East and Releasing Subdivision Improvement Performance Bond No. 30044916 assurance, and accepting Maintenance Bond No. 609204201. Supervisor District #2. (RD20-101) (Claudia Ibarra/Andrew Smith)

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

There aren't any expected fiscal considerations or impacts associated with this agenda item.

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

There aren't any expected performance impacts associated with this agenda item.

MOTION:

Approve as presented

History		
Time	Who	Approval
4/23/2021 2:44 PM	County Attorney	Yes
4/27/2021 9:17 AM	Budget Office	Yes
4/27/2021 9:42 AM	County Manager	Yes
4/27/2021 9:48 AM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Memo](#)

When recorded, return to:
Clerk of the Board
P.O. Box 827
Florence AZ 85132

RESOLUTION NO. _____

A RESOLUTION OF THE PINAL COUNTY, ARIZONA, BOARD OF SUPERVISORS ACCEPTING INTO THE PINAL COUNTY HIGHWAY MAINTENANCE SYSTEM THE STREETS ASSOCIATED WITH SAN TAN RIDGE PARCEL C-2 (AKA SAN TAN HEIGHTS PARCEL C-2) LOCATED IN SECTION 11, TOWNSHIP 03 SOUTH, RANGE 07 EAST, RELEASING THE SUBDIVISION IMPROVEMENT PERFORMANCE BOND NO. 30044916 ASSURANCE, AND ACCEPTING MAINTENANCE BOND NO. 609204201. SUPERVISORY DISTRICT 2

WHEREAS, pursuant to A.R.S. § 11-822, Pinal County has authority to accept subdivision streets into the Pinal County Highway Maintenance System; and

WHEREAS, this matter has been brought before the Pinal County Board of Supervisors by a request by the subdivision developer and recommended by the Director of Public Works; and

WHEREAS, the Pinal County Department of Public Works has found as follows:

1. Street and drainage design is in accordance with Pinal County Standards
2. Construction has been monitored by the Department of Public Works
3. Street rights-of-way have been duly dedicated; and

WHEREAS, provision has been made by law and ordinance whereby the principal shall provide security to guarantee against damage by on-site construction.

NOW, THEREFORE, BE IT RESOLVED by the Pinal County Board of Supervisors that the streets identified and dedicated to the public in the Final Plat for San Tan Ridge C-2 (aka San Tan Heights Parcel C-2), located in Section 11, Township 03 South, Range 07 East, Pinal County, Arizona are hereby accepted into the Pinal County Highway Maintenance System; and

BE IT FURTHER RESOLVED, Bond No. 30044916 in the original amount of One Million Six Hundred Twenty-Nine Thousand Thirty-Five and 00/100 (\$1,629,035.00), are released upon execution of this Resolution; and

BE IT FURTHER RESOLVED, Maintenance Bond No. 609204201 in the amount of Sixty-Seven Thousand Eight Hundred Ninety-Six and 00/100 (\$67,896.00) issued by Liberty Mutual Insurance Company, is accepted by the Pinal County Board of Supervisors upon execution of this Resolution; and

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon recording of said Resolution with the Office of the County Recorder, Pinal County, Arizona.

PASSED AND ADOPTED this _____ day of _____, 2021, by the PINAL COUNTY BOARD OF SUPERVISORS.

Chair of the Board

ATTEST:

Clerk/Deputy Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

Maintenance Bond
Bond No. 609204201

KNOW ALL MEN BY THESE PRESENTS:

That we, Meritage Homes Construction, Inc., hereinafter called Principal, and Liberty Mutual Insurance Company, hereinafter called Surety, are held and firmly bound unto Pinal County, located at 31 N. Pinal Street, Building F, P.O. Box 2973, Florence, AZ 85132, hereinafter called Obligee, in the amount of Sixty-Seven Thousand Eight Hundred Ninety-Six and No/100 Dollars (\$67,896.00), lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Obligee has entered into a certain agreement with Pinal County a portion of which requires a one-year maintenance bond covering workmanship and materials for the List of Improvements covered, hereinafter called Improvements, at San Tan Ridge Parcel C-2 (aka San Tan Heights Parcel C-2), which improvements have been or are about to be Completed and accepted.

NOW, THEREFORE, if said improvements shall be free from defects of workmanship and materials, general wear and tear excepted, for a period of one year from the date of acceptance of said improvements, then this obligation shall be null and void; Otherwise to remain in full force and effect.

Signed and Sealed this 5th day of January, 2021

Meritage Homes Construction, Inc.

By: _____

Its: _____

Clen Atuk
VP NATIONAL LAND DEVELOPMENT

Liberty Mutual Insurance Company

By: _____

Phillip Knower, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204502-985949**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aimee R. Perondine; Alexis Apostolidis; Bethany Stevenson; Brendan Fletcher; Bryan M. Caneschi; Cassandra Baez; Donna M. Planeta; Eric Strba; Jacqueline Susco; Janee Wright; Joshua Sanford; Kathryn Pryor; Michelle Anne McMahon; Nicholas Turcemo; Phillip Knowler; Rebecca M. Stevenson; Tanya Nguyen

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of November, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 17th day of November, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of January, 2021.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Andrew Smith
Public Works Director

Joe Ortiz
Deputy Director

Christopher Wanamaker
County Engineer

Leo Lew
County Manager



MEMORANDUM

DATE: April 13, 2021

TO: Celeste Garza, Assistant County Engineer *CG*

FROM: Charles Williams, Inspection Supervisor *CW*

CC: Claudia Ibarra, Administrative Specialist
Megan Villegas, Engineering Administration Division Head
Kenneth White, Quality Assurance Inspector
Jim Higginbotham, Maintenance Branch Chief
Steve Thompson, Maintenance Foreman
Zach Paul, GIS Analyst
Benjamin Coker, GIS Analyst
Benjamin Navarro, Traffic Section Foreman
Joe Ramirez, Pavement Preservation

Subject: San Tan Heights Parcel C-2

The parcel(s) listed above appears to have been constructed in substantial conformance with the approved plans and specifications.

The punch list has been completed and all the required test data and as-built plans have been submitted.

It is the recommendation of the Inspection Section to have these streets accepted into the Pinal County Maintenance System.

Public Works Department

31 N. Pinal Street, Building F., PO Box 727 Florence, AZ 85132
T 520-509-3555 Hours: M-F 8:00 am – 5:00 pm F 520-866-6511

www.pinalcountyaz.gov



VICINITY MAP
NTS



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 10

Dept. #: 3600210

Dept. Name: Medical Examiner

Director: Dr. John Hu

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of an Intergovernmental Agreement (IGA) in which the Pinal County Medical Examiner's Office will provide medicolegal investigation and post-mortem examination services on a limited basis to Yuma County. Under the terms of the agreement, Yuma County will utilize the PCMEO on an as-needed basis for approximately twenty (20) cases/examinations per fiscal year. (Andre Davis/John Hu)

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

Per the cost schedule associated with this IGA, approval will result in up to \$55,080 in annual general fund revenue. Said revenue is sufficient to offset any additional costs incurred by the PCMEO.

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

Workload analysis has revealed that the addition of approximately twenty (20) cases to the PCMEO's annual caseload will have little impact on the ability of the PCMEO to perform its ARS statute mandated duties efficiently.

MOTION:

Approve as presented.

History		
Time	Who	Approval
4/27/2021 11:07 AM	County Attorney	Yes
4/28/2021 6:30 PM	Budget Office	Yes
4/27/2021 10:57 AM	County Manager	Yes
4/29/2021 8:19 AM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [PCMEO/Yuma County IGA](#)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
PINAL COUNTY
AND
YUMA COUNTY
FOR MEDICAL EXAMINER SERVICES**

This Intergovernmental Agreement (“**Agreement**”) this is entered into pursuant to A.R.S. §§ 11-951 *et seq.* on this 19th day of April, 2021, by and between **PINAL COUNTY**, a political subdivision of the State of Arizona by and through the Pinal County Medical Examiner’s Office (“**Pinal**”) and **YUMA COUNTY**, a political subdivision of the State of Arizona (“**Yuma**”) for the provision and acquisition of medical examiner services from the Pinal County Medical Examiner’s Office (“**PCMEO**”). **Pinal** and **Yuma** are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, Pinal and Yuma may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. §§ 11-951 *et seq.*;

WHEREAS, pursuant to A.R.S. §§ 11-591 *et seq.* Pinal has established the Pinal County Medical Examiner’s Office, which includes personnel qualified and appointed to perform the duties of the PCMEO;

WHEREAS, Yuma has determined that appointment of a full-time and full-service Yuma County Medical Examiner staff is not practical, and therefore desires to utilize the Pinal County Medical Examiner’s Office for the services specified in this Agreement on an as-needed/ as-requested basis for Yuma County deaths that would otherwise satisfy A.R.S. § 11-593, that occur within the geographical boundaries and statutory jurisdiction of Yuma County;

WHEREAS, both Parties desire to efficiently utilize available resources in providing necessary medical examiner services and it is economically efficient for the Parties to provide/acquire medical examiner services on this basis; and

WHEREAS, Pinal and Yuma desire to enter into an agreement whereby the physician(s) employed by Pinal as a medical examiner will provide Pinal medical examiner services for and on behalf of Yuma.

NOW THEREFORE, Pinal and Yuma, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

AGREEMENT

1. **PURPOSE AND INTENT.** The purpose of this Agreement is to set forth the responsibilities of the Parties for the provision of Medical Examiner services by Pinal to Yuma, and to address legal and administrative matters among the Parties.
2. **DEFINITIONS.** Terms defined and/or utilized in A.R.S. §§ 11-591 *et seq.* carry the same use and meaning when used in this Agreement, unless expressly otherwise provided in this Agreement.
 - A. “**Yuma County Death**” as herein discussed shall mean deaths and/or decedents falling within Yuma County’s jurisdiction as provided under governing law (I.E. A.R.S. §§ 11-591 *et seq.*). Notwithstanding the preceding example, the determination of whether a particular incident or investigation is considered a Yuma County Death shall be made by the proper authorities on a case-by-case basis.

///

///

3. TERM, TERMINATION, AND RENEWAL

- A. Unless terminated as otherwise provided in the Agreement, this Agreement shall become effective on the 19th day of April, 2021 and shall remain in effect for one (1) year thereafter unless otherwise terminated or renewed as provided herein.
- B. Either Party may terminate this Agreement by providing sixty (60) days advance written notice of termination to the other Party.
- C. Either Party to this Agreement may request a renewal of this Agreement, for subsequent one-year term(s) by providing sixty (60) days' advance notice prior to the date of expiration of that Party's intent to extend. Any renewal of this Agreement must be via a written mutually agreed upon and signed Amendment to this Agreement.

4. MUTUAL OBLIGATIONS

A. Under this Agreement Pinal agrees to:

- 1. Provide the services of a County Medical Examiner to Yuma described herein according to the terms in the Cost Schedule (attached hereto as **Exhibit "A"**) and pursuant to A.R.S. §§ 11-591 *et seq.*
- 2. Except for services provided by fellows, residents, or students training under the supervision of Pinal's staff, assure that physicians performing under this Agreement are performed by Pinal staff qualified pursuant to A.R.S. §§ 11-591 *et seq.*
- 3. Fully comply with all applicable provisions of law and other rules and regulations of any and all governmental, accrediting and regulatory authorities relating to the licensure and regulation of physicians.
- 4. Provide 24-hour staff availability for consultation with the Yuma designated personnel.
- 5. Perform postmortem examinations in a timely fashion.
- 6. When necessary, provide forensic pathologist or otherwise qualified staff to testify in court on investigations (or portions thereof) performed by Pinal.
- 7. Some or all of the following service tasks may be performed, based upon the Parties' determination of need for each case:
 - a. Extended Autopsy Examinations which may, as deemed necessary under the sole discretion of PCMEO, include: Prepare body for examination; Take photographs of decedent; Take fingerprints of the decedent; Take x-rays of decedent, if necessary; Prepare microscopic slides, if necessary; Prepare documents required for court testimony; Collect evidence; Obtain specimens for possible testing; and Provide a complete and detailed examination report for each individual case.
- 8. According to applicable law and Pinal County policies, maintain records containing the appropriate professional and supportive information and documentation pertaining to individual cases. Each case may contain, but is not limited to, the following records: Communications with law enforcement or other agencies; Any autopsy or examination report; Microscopic slides; Photographs of the decedent, if any; Fingerprints of the decedent; X-rays of the decedent, if any; Past medical history of decedent, if any; Narrative entries of any other informational aspects concerning decedent, if any; and/or Record of electronically signed death certificate.
- 9. Provide copies of attendant reports and/or other supporting documentation to Yuma, within 90 days after completion of each examination performed for the Yuma. Yuma acknowledges and agrees that each investigation is unique and therefore examination completion times will vary depending on the circumstances of each examination.
- 10. Provide billing/invoice documentation to Yuma as necessary in accordance with **Exhibit "A"**.

11. Perform other duties related to this Agreement that may include but are not necessarily limited to: Signing death certificates for cremation authorization; Authorizing anatomical gifts; and/or Providing information to family members, the public and other service agencies as authorized by law including, when appropriate, to Consulates and other agencies that track or maintain databases regarding missing persons.

B. Under this Agreement Yuma agrees to:

1. Transport decedents to Pinal's designated facility at no cost to Pinal.
2. With the exception of Extended Autopsy Examinations, remain responsible for all other death investigations and services; including but not limited to: initial response to call/scene; photographic, electronic, and/or written documentation of scene; interview necessary parties/witnesses; evidence collection; preliminary examination of decedent; preparation of decedent for transport; and transportation of decedent
3. Timely report deaths to Pinal for which an Extended Autopsy Examination will be requested.
4. Timely provide all death investigation records deemed necessary by PCMEO to Pinal without delay.
5. Cooperate with Pinal in all practical matters necessary to effectuate the purpose and intent of this Agreement, including, but not limited to: facilitating access to scenes, locations and property; and collection of remains and other necessary and appropriate items and evidence.
6. Pay Pinal for all services arising out of this Agreement in accordance with **Exhibit "A"**.

C. Yuma acknowledges and agrees that Pinal will provide and perform medical examiner services according to applicable Arizona laws and regulations, Pinal County Policies and **Exhibit "A".**

5. **BILLING AND PAYMENT.** Billing, invoicing and payment of costs arising out of this Agreement shall be administered according to the schedule provided in **Exhibit "A"**.
6. **SUPERVISION, EQUIPMENT AND MATERIALS.** No employee, agent, or servant of a Party shall be deemed to be an employee, agent or servant of the other Party. Each Party will be solely and entirely responsible for its acts and the acts of its employees, agents, servants, subcontractors, and volunteers during the performance of this Agreement. Each Party will have total responsibility for all salaries, wages, bonuses, retirement withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employment compensation, other employee benefits, and all employer's taxes and premiums concerning the persons who are supplied by that Party in the performance of this Agreement, and each Party agrees to hold the other Party harmless from any liability thereof.

Pinal shall have sole supervisory authority over Pinal personnel, operations, services, property, facilities and materials; and Yuma shall have sole supervisory authority over Yuma personnel, operations and property.

The Parties agree to avoid using the other Party's materials and/or equipment for purposes not directly associated with the purpose and intent of this Agreement without the prior express written consent from the Party to whom the equipment and/or materials belong. However, this provision shall not be construed to prohibit any use of materials or equipment of another Party that is merely nominal, incidental, or on an emergency basis.

7. **RECORDS.** The Parties acknowledge and agree that Pinal shall provide Yuma with the attendant records of Yuma County Death investigations and that requests for such records shall be referred to Yuma, to be administered by Yuma. Notwithstanding this, Yuma acknowledges and agrees that the Pinal shall administer records in Pinal's possession according to all attendant laws, regulations, rules and policies respectively applicable to Pinal records.

8. **OPEN COMMUNICATIONS.** Pinal and Yuma shall maintain open communications between each Party's designated point of contact ["POC"] (listed in **Paragraph 11.A** below) to ensure the agreed upon performances are provided and maintained throughout the term of this Agreement. Parties shall maintain open communication regarding needs arising out of the Agreement.
9. **INSURANCE.** Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its official operations, duties and activities, and that it will maintain such coverage, at its own expense, for the duration of this Agreement.

10. INDEMNIFICATION

- A. To the maximum 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. If a Claim or Claims by third parties becomes subject to this Section, the parties to this Agreement that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to Subsection (B) below, including proportionate liability and proportionate payment of litigation fees, expenses and damages.
- B. The Parties when involved in a Claim or Claims brought by a third-party have a common interest in a coordinated defense in any lawsuit. In the absence of a conflict and to the extent applicable, the Parties agree to have one lawyer jointly represent the defendants in the lawsuit. To the extent applicable, the Parties agree to abide by the Memorandum of Understanding Regarding Joint Defense ("MOU") between the Arizona Counties Insurance Pool ("ACIP") and the Arizona Municipal Risk Retention Pool ("AMRRP"). If applicable, each Party acknowledges that it has received a copy of the MOU from either ACIP or AMRRP.
- C. The obligations under this Section shall survive the termination of this Agreement.

11. MISCELLANEOUS

- A. **Notices.** All notices to the other Party required under this Agreement shall be in writing and sent to the following personnel:

If to Yuma: Susan Thorpe, County Administrator
Yuma County Administration
198 S. Main Street
Yuma, AZ 85364

If to Pinal: Dr. John Hu, Medical Examiner
Pinal County Medical Examiner's Office
P.O. Box 2728
Florence, Arizona 85132

- B. **Authority to Execute.** The individuals executing this Agreement on behalf of the Parties hereto represent that they have authority to execute this Agreement on behalf of such parties, and represent that upon execution, this Agreement shall be binding and no further action is or shall be necessary to make the Agreement enforceable in its entirety.
- C. **Modification.** This Agreement shall not be modified or extended except by a mutually signed written agreement.

- D. Relationship of the Parties.** Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this Agreement confers any right to any person or entity not a party to this Agreement.
- E. Waiver.** The failure of either Party 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.
- F. Governing Law and Venue.** To the maximum extent possible, terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws and regulations of the State of Arizona. Any action relating to this Agreement shall be brought in an Arizona court in Pinal County provided that nothing herein shall be interpreted as an express or implied waiver of either party's applicable immunity(ies).
- G. Interparty Dispute Resolution.** If a dispute between the Parties arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation within sixty (60) days, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation. The Parties shall mutually agree upon a mediator. Each party agrees to bear its own costs of mediation, and to split the mediator fee. If mediation fails, any claim or action arising out of this Agreement shall be brought in the Maricopa County Superior Court in Phoenix, Arizona.
- H. Non-assignment.** 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, in whole or in part, without the prior written consent of the other Party. Neither Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.
- I. Entire Agreement.** This Agreement represents the entire agreement between the Parties and supersedes 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.
- J. 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.
- K. 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.
- L. Other Duties Imposed by Law.** Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- M. Compliance with Laws and Policies.** 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. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.

- N. Workers' Compensation.** To the extent applicable by law, each Party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, 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 Worker's Compensation benefits or other fringe benefits of said employees.
- O. Non-Discrimination and Compliance with Civil Rights.** To the extent applicable by law, the Parties agree to comply with 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.
- Likewise, the Parties agree to comply with all provisions and requirements of Arizona Executive Order 2009-09, if applicable, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5, which is hereby incorporated into this Agreement as if set forth in full herein, and may be viewed and downloaded at the Governor of the State of Arizona's website: http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf.
- In the performance of this Agreement, neither party shall discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
- P. E-Verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all applicable federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement.
- Q. 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.
- R. 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.
- S. Headings.** The section headings throughout this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.
- T. Non-Appropriation.** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason either party does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the canceling party shall have no further obligation other than for payment for services rendered prior to cancellation.
- U. Uncontrollable Events.** No Party shall be considered to be in default in the performance of any obligations under this Agreement (other than obligations of a Party to pay costs and expenses) if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected, including but not limited to

flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise due diligence to remove such inability with all reasonable dispatch

V. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the following duly authorized representatives:

PINAL COUNTY:

By: _____
Chairman
Pinal County Board of Supervisors

Date

ATTEST:

Clerk of the Board

YUMA COUNTY:

By: _____
Chairman
Yuma County Board of Supervisors

Date April 19, 2021

ATTEST:

Susan Hoyle
Clerk of the Board

Legal Review

The foregoing Intergovernmental Agreement is in proper form and is within the powers and authority of each party.

PINAL COUNTY:

By: _____

Print Name
Deputy Pinal Attorney

YUMA COUNTY:

By: _____

Print Name
Deputy Yuma Attorney

Exhibit 'A'
Pinal County & Yuma County – Medical Examiner Services I.G.A.
Pinal County Medical Examiner's Office
2021 Services Cost Schedule

The Parties agree that during the term of this IGA the following per-case rates shall be paid for by Yuma.

Per-Case Cost(s)¹

<u>Extended Autopsy</u>	<u>\$2754.00²</u>
<u>Testimony</u>	<u>To Be Determined on a case-by-case basis³</u>

Billing, Invoicing, and Payment. Pinal agrees to send, as they arise, all bills and/or invoices for costs of services arising from this IGA to Yuma, according to Section 11.A ("Notices") of the IGA. Yuma agrees to send payment in full, in the form, manner and tender deemed acceptable by Pinal, for each bill/invoice to Pinal within no more than 30 days after receipt of such bill/invoice.

NOTE: The above cost estimates are subject to change according to PCMEO's sole discretion.

Per the agreement of the Parties, any and all cases accepted by the PCMEO under this IGA will be billed at the Per-Case Cost(s) noted above. Standard laboratory costs, not to exceed \$200.00, are included in the costs above. Special consultations (such as forensic anthropology or odontology) are not included in the costs above and may result in additional costs to be paid by Yuma.

This fee covers up to 8 pathologist hours and includes costs of ancillary testing (including but not limited to histology, special stains, toxicology tests) costs that do not exceed a total of \$200.00.

Pathologist time in excess of 8 hours, or any additional time spent in any subsequent legal proceedings (such as attorney interviews or travel to/from court, interviews and/or depositions), as necessitated in any specific case, will be assessed in addition to the above-mentioned fee at the rate of \$105.00 per hour. The cost of any testing, as necessitated in any specific case, in excess of \$200.00 will also be assessed in addition to the above-mentioned fee.

Travel expenses and travel time will also be assessed and billed to Yuma.



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 2200610

Dept. #: 220

Dept. Name: School Superintendent

Director: Jill M. Broussard

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of 2021/22 Pinal County Schools Data Processing Consortium Intergovernmental Agreement. (Jill Broussard)

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	Who	Approval
Time		
4/13/2021 12:35 PM	County Attorney	Yes
4/14/2021 12:40 PM	Budget Office	Yes
4/15/2021 12:34 PM	County Manager	Yes
4/26/2021 3:09 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Pinal County Schools Data Processing Consortium](#)

INTER-GOVERNMENTAL AGREEMENT

THIS INTER-GOVERNMENTAL AGREEMENT ("IGA") made and entered this 5th day of May, 2021, between Pinal County, a political subdivision of the State of Arizona ("County") and the Pinal County Superintendent of Schools ("Superintendent"), collectively the "Parties," for payment of certain data processing services provided to Governing Boards of member school districts whose names are set forth in Exhibit "A," which is attached and incorporated by reference herein.

WHEREAS, the Superintendent is required under A.R.S. § 15-301, *et. seq.*, to perform a variety of functions to include accounting, budgeting, financial record keeping and payroll services on behalf of the various school districts which exist in Pinal County;

WHEREAS, the ability of the Superintendent to perform these services is enhanced through the use of Data Processing Services;

WHEREAS, the County Board of Supervisors is required by law to provide the Superintendent with those services reasonably necessary to the performance of the Superintendent's statutorily mandated duties;

WHEREAS, the Governing Boards of several school districts in Pinal County have entered into a Service Program Agreement pursuant to A.R.S. § 15-365 to cooperatively obtain data processing services and to delegate the responsibility of management of the data processing services to the office of the County School Superintendent; and

WHEREAS, the County and the Superintendent desire to avoid duplication of effort, equipment and resources; therefore, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

- 1. USE OF EQUIPMENT.** The Governing Boards of member school districts shall allow the Superintendent to use its data processing services for performing the duties of the Superintendent required by A.R.S. § 15-301, *et. seq.* These duties include:
 - A. Preparation of bi-weekly school payroll, including all accounting and financial records required by federal and state withholding laws.
 - B. Preparation of warrants for accounts payable of each participating school district.
 - C. ALL financial records required by A.R.S. § 15-304, including budgets, revenues, expenditures, and payroll records.
 - D. ALL financial records necessary to produce the Superintendent's annual financial report.

- E. ALL financial records from each district necessary to calculate amounts of state and county equalization assistance for each school district and to calculate the tax rate each year for each school district.
- F. Those financial records necessary to balance the accounts maintained by the Superintendent for each school district with the records of the Pinal County Treasurer on a monthly basis and annual basis.
- G. ALL financial records for the programs administered by the Superintendent on behalf of participating districts. These programs currently include: Educational Services Agency, Special Education Program, Data Processing Service, Juvenile Justice, Adult Justice, IGPA Cooperative Purchasing Network, East Central Regional Service Center and such other programs as the County School Superintendent deems appropriate.

Use of Equipment shall include: All data processing services, programming, personnel, telephone and related services required to perform the Superintendent's duties.

2. **PAYMENT.** In consideration for the performance of the data processing services as set forth above, the County shall pay the sum of ONE HUNDRED FIFTY-FIVE THOUSAND EIGHT HUNDRED AND NO/100 (\$155,800.00) DOLLARS in one installment. The installment shall be due on December 1, 2021. Payment shall be made to the Superintendent at the address specified herein, or by electronic or bookkeeping transfers. Further, County shall have no financial obligation under this IGA beyond those set forth in this paragraph.
3. **TERM.** The IGA shall commence on July 1, 2021, and shall continue for a period of one (1) year. The parties acknowledge that either County or Superintendent may incur substantial expenses based on the existence or nonexistence of this IGA. Therefore, both parties agree that if either Party intends not to enter into a new IGA on July 1, 2022, the Party shall provide the other Party with notice of such intent no later than December 1, 2021;
4. **FULL DOCUMENTATION.** In accordance with A.R.S. § 15-365, on or before May 31, 2022 the Superintendent shall submit to the County a program progress report and a fiscal report including actual expenditures through March 31, 2022 and estimates for the remainder of the fiscal year.
5. **COOPERATION WITH COUNTY OFFICIALS.** The Superintendent agrees to furnish all records necessary for the preparation of the County's annual audit and to provide all information necessary to County required for the performance of the duties of other county officials. Additionally, the Superintendent shall exercise due diligence to comply with applicable provisions of the Uniform Accounting Manual for County School Superintendents and other recommendations of the Arizona Auditor General's Office.

6. **CERTIFICATION OF AUTHORITY.** Both of the parties to this IGA certify that he/she has the authority to sign the IGA on behalf of his/her respective party.
7. **PROCUREMENT CODE.** Superintendent shall comply with all applicable provisions or regulations issued by the Arizona Department of Education relating to school district procurement.
8. **EARLY TERMINATION.** It is agreed that either Party may terminate this IGA by giving 120 days written notice to the other Party at the address specified in this IGA. Further, any payment coming due during the 120 day period shall be paid to Superintendent, together with one-half of all remaining payments due under this IGA. Notwithstanding the foregoing, if either Party's performance under this Agreement depends upon the appropriation of funds necessary for performance, then either Party may provide written notice of this to the other Party and cancel this IGA without further obligation. Appropriation is a legislative act and is beyond the control of the parties.
9. **NOTICES.** In any case where any notice or other communication is required or permitted to be given hereunder, such notice or communication shall be in writing and (a) sent by certified United States mail, postage prepaid, return receipt requested, or (b) sent by way of a recognized overnight courier service, postage prepaid, return receipt requested, with instructions to deliver on the next business day, and be sent to each Party at the following addresses:
- County: Pinal County Clerk of the Board of Supervisors
P.O. Box 827
Florence AZ 85132
- Superintendent: Pinal County School Superintendent
P.O. Box 769
Florence AZ 85132
10. **CLAIMS AND DISPUTES.** Superintendent and County agree that in the event the parties are unable to reach agreement on any disputed matters, compliance with applicable notice of claims statutes shall be required.
11. **ATTORNEY FEES AND COSTS.** In the event of a breach of contract by either Party to this IGA, the other Party may pursue all remedies under the laws of the State of Arizona and shall be entitled to actual and reasonable attorney fees and costs.
12. **CHOICE OF LAW.** This IGA shall be governed by the laws of the State of Arizona. Superintendent and County shall operate under the provisions of A.R.S. Title 15, as amended, and in the event a conflict exists between this IGA and the laws of the State of Arizona, the laws of the State of Arizona shall control.
13. **CONFLICT OF INTEREST.** This IGA is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference. The parties have

been advised of and are aware that the Pinal County Attorney's Office represents the Pinal County School Superintendent, the Pinal County Board of Supervisors, and also the School District, and the parties have been informed to seek the advice of outside counsel. The parties expressly and mutually waive any adverse interest that may exist and also waive any allegations of conflict of interest by the Pinal County Attorney's Office and expressly approve of the Pinal County Attorney's Office multiple (or dual) representation.

By signing below, either parties consent to multiple (or dual) representation by the Pinal County Attorney's office in the drafting and review of this IGA.

- 14. SEVERABILITY.** If any provision of this IGA or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this in the provisions of this IGA are declared to be severable.
- 15. ENTIRE AGREEMENT.** This IGA constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understanding, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the Parties.
- 16. INDEMNIFICATION.** Each Party (as Indemnitor) agrees to indemnify, defend and hold harmless the other Party (as Indemnitees) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorneys fees) [hereinafter collectively referred to as 'claims'] arising out of bodily injury of any person (including death) or property damage to the extent allowed by law, and only to the extent that such claims which result in vicarious/derivative liability to the Indemnitees, are caused but the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.
- 17. NONDISCRIMINATION.** The parties shall comply with Executive Order 2009-9 and all other applicable State and Federal employment laws, rules and regulations, mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex, national origin or disability.
- 18. E-VERIFY/IMMIGRATION.** The parties hereby warrant, and represent to each other, that they are in compliance with A.R.S. §§ 41-4401 and 23-214, the Federal Immigration and Nationality Act (FNA), and all other federal immigration laws and regulations.
- 19. FINGERPRINTING.** The parties shall comply with the fingerprinting requirements of A.R.S. § 15-512 unless otherwise exempted.
- 20. ADA AS AMENDED.** The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all

applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If Superintendent is carrying out government programs or services on behalf of the County, the Superintendent shall maintain accessibility to the program to the same extent and degree that would be required of the County under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this IGA.

- 21. NON-APPROPRIATION.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pinal County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the County shall have no further obligations to Superintendent other than for payment of services rendered prior to cancellation.

IN WITNESS WHEREOF, the parties hereto have executed this Inter-Governmental Agreement on the date first written above.

Pinal County, a political subdivision of the
State of Arizona

By: Jim M. Broussard
Pinal County School Superintendent

By: _____
Chairman of the Board of Supervisors

Date: April 13, 2021

Date: _____

Attest: James W. Fritz
Chief Deputy

Attest: _____
Clerk of the Board of Supervisors

Approved as to form:

Approved as to form:

James W. Fritz
Deputy County Attorney
Attorney for Pinal County School
Superintendent

Jim B. [Signature]
Deputy County Attorney
Attorney for Pinal County Board of
Supervisors

INTER-GOVERNMENTAL AGREEMENT

EXHIBIT “A”

1. Apache Junction Unified School District #43
2. Casa Grande Union High School District #82
3. Central Arizona Valley Institute of Technology #80
4. Cobre Valley Institute of Technology #81
5. Coolidge Unified School District #21
6. Eloy Elementary School District #11
7. Florence Unified School District #1
8. J. O. Combs Unified School District #44
9. Oracle Elementary School District #2
10. Mammoth/San Manuel Unified School District #8
11. Maricopa Unified School District #20
12. Mary C. O’Brien Accommodation School District #90
13. Picacho Elementary School District #33
14. Ray Unified School District #3
15. Red Rock Elementary School District #5
16. Sacaton Elementary School District #18
17. Superior Unified School District #15
18. Santa Cruz Valley Union High School District #840
19. Stanfield Elementary School District #24
20. Toltec Elementary School District #22



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 116

Dept. #: TBD

Dept. Name: Sheriff's Office

Director: Mark Lamb

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval for Award Agreement No. 2021-405c-011 between the Governor's Office of Highway Safety, and the Pinal County Sheriff's Office, through the Pinal County Board of Supervisors beginning October 1, 2020, ending September 30, 2021. The grant will be used to purchase and install scanners, printers, and computers to support traffic records enforcement for \$117,953.00. The acceptance requires an amendment to the FY 20/21 budget to transfer reserve appropriation only from Fund 213 (Grants/Project Contingency) to Fund 116 (Sheriff/Traffic Safety) to increase revenue and expenditure appropriations. The appropriation is a pro-rated amount of \$82,072 through June of 2021. The remaining amount will be budgeted in FY 21/22. There is no impact on the General Fund. (Mark Lamb)

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	Who	Approval
Time		
4/12/2021 3:17 PM	County Attorney	Yes
4/12/2021 3:27 PM	Grants/Hearings	Yes
4/12/2021 4:10 PM	Budget Office	Yes
4/13/2021 11:03 AM	County Manager	Yes
4/26/2021 10:32 AM	Clerk of the Board	Yes

ATTACHMENTS:

[Click to download](#)

<input type="checkbox"/>	BOS Grant Approval Form - GOHS TraCS 2021-045c-011
<input type="checkbox"/>	GOHS TraCS Award No. 2021-405c-011
<input type="checkbox"/>	Award No. 2021-405c-011 Letter
<input type="checkbox"/>	Budget Appropriation GOHS TraCS 2021-405c-011 Partial



PINAL COUNTY

WIDE OPEN OPPORTUNITY

Board of Supervisors Grant Request

Board of Supervisors meeting date: _____

Department seeking grant: _____

Name of Granting Agency: _____

Name of Grant Program: _____

Project Name: _____

Amount requested: _____

Match amount, if applicable: _____

Application due date: _____

Anticipated award date/fiscal year: _____

What strategic priority/goal does this project address?: _____

Applicable Supervisor District: _____

Brief description of project: _____

Approval received per Policy 8.20: _____ OnBase Grant #: _____

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 _____

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A3752130000405cAZ0

Assistance Listings: 20.616

1. APPLICANT AGENCY Pinal County Sheriff's Office	GOHS CONTRACT NUMBER: 2021-405c-011	
ADDRESS 971 North Jason Lopez Circle, Bldg. C, Florence, AZ 85132	PROGRAM AREA: 405c	
2. GOVERNMENTAL UNIT Pinal County Board of Supervisors	AGENCY CONTACT: Charles Gaston	
ADDRESS PO Box 827, Florence, AZ 85132	3. PROJECT TITLE: Traffic Records Enforcement Related Materials and Supplies (Printers, Scanners and Computers)	
4. GUIDELINES: 405c		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405c funds will support Materials and Supplies: Printers, Scanners and Computers for AZ TraCS Implementation Project to enhance Traffic Records Enforcement throughout Pinal County Board of Supervisors.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2021	
I. Personnel Services	\$0.00	
II. Employee Related Expenses	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$117,953.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$117,953.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2021
CURRENT GRANT PERIOD	FROM: 10-01-2020	TO: 09-30-2021
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$117,953.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 215

Total Population in city/town or county: 430,237

Total Road Mileage: Highway: 2,500 Local: 1,300 Total: 3,800

	2018	2017	2016
Total Crashes	1,166	1,281	1,334
Total Injury Crashes	425	432	430
Total Fatal Crashes	11	19	6
Total Impaired-related Crashes	3	4	0
Total Impaired-related Serious Injuries	44	0	0
Total Impaired-related Fatalities	2	4	0
Total Speed-related Crashes	184	299	443
Total Speed-related Serious Injuries	88	13	16
Total Speed-related Fatalities	3	3	4

The data above represents: County ☒ City/Town ☐

Agency Problem/Attempts to Solve Problem:

The Pinal County Sheriff's Office is currently the third largest Sheriff's Office within the State of Arizona. Due to large number of reported collisions and agency issued traffic citations, PCSO has been unable to keep up with the demand of timely crash reporting to ADOT as well as the timely submission of traffic citations to the six Justice Court Precincts within Pinal County.

Agency Funding:

Federal 405c funds will support Materials and Supplies: Printers, Scanners and Computers for AZ TraCS Implementation Project to enhance Traffic Records Enforcement throughout Pinal County Board of Supervisors.

How Agency Will Solve Problem With Funding:

With GOHS funding of AZ TraCS, the Pinal County Sheriff's Office will have the ability to directly and electronically submit timely crash investigations and violator citations directly to ADOT and to the courts.

PROJECT MEASURES:

- With the continued implementation of AZ TraCS equipment and software, a majority of the sworn personnel assigned to Patrol will have the ability to electronically submit timely and accurate crash reports and citations to ADOT and to the Pinal County courts.
- With AZ TraCS, Pinal County has purchased migration software that will allow it to migrate case information electronically into PCSO's report management system known as Spillman. This will in effect assist PCSO in its attempt to go paperless, which will allow for the ease of case management and the timely submission of investigations to the Pinal County Attorney's Office, ADOT, and to the Pinal County courts.
- The use of AZ TraCS will also allow PCSO to have the ability to accurately track statistical crash and citation data electronically. This statistical information is vital to maintaining accuracy as it relates to the agency's continued relationship with GOHS.

GOALS/OBJECTIVES:

Federal 405c funds will support Materials and Supplies: Printers, Scanners and Computers for AZ TraCS Implementation Project to enhance Traffic Records Enforcement throughout Pinal County Board of Supervisors.

Expenditures of funding pertaining to the TR/Traffic Records Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Traffic Records Program goals provided by the Arizona Governor's Office of Highway Safety. The Traffic Records Program goal is to enhance and improve the collection and analysis of statistical data related to traffic safety throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Traffic Records in terms of money, criminal, and human consequences.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Pinal County Sheriff's Office will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Materials and Supplies - To purchase/procure the following Materials and Supplies for Traffic Records Enforcement Activities: Printers, Scanners and Computers for AZ TraCS Implementation Project

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.

The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Pinal County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2020)	January 30, 2021
2nd Quarterly Report and RCI (January 1 to March 31, 2021)	April 20, 2021
3rd Quarterly Report and RCI (April 1 to June 30, 2021)	July 20, 2021
4th Quarterly Report and RCI (July 1 to September 30, 2021)	October 15, 2021
Final Statement of Accomplishments	October 15, 2021

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Mark Lamb, Sheriff, Pinal County Sheriff's Office, shall serve as Project Director.

Charles Gaston, Sergeant, PCSO Traffic Unit, Pinal County Sheriff's Office, shall serve as Project Administrator.

Chris Held, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form

	completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.
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On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Printers, Scanners and Computers for AZ TraCS Implementation Project	\$117,953.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$117,953.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Pinal County Sheriff's Office shall absorb any and all expenditures in excess of \$117,953.00.

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency) _____

(Address) _____

(City, State, Zip Code) _____

4. DUNS Number:

(DUNS #) _____

(Registered Address & Zip Code) _____

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Mark Lamb, Sheriff
Pinal County Sheriff's Office

Date

Telephone

***Signature of Authorized Official of
Governmental Unit:***

Leo Lew, Pinal County Manager
Pinal County Manager's Office

Date

Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §405 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 405c, as approved for by the National Highway Traffic Safety Administration.

- | | | | | |
|----|----|--------------------------------------|----|----------------------------|
| 2. | A. | EFFECTIVE DATE: | B. | FEDERAL FUNDS: |
| | | <i>Authorization to Proceed Date</i> | | <u>\$117,953.00</u> |
3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

**OFFICE OF HIGHWAY SAFETY
HIGHWAY SAFETY**

**GOHS – AZ TraCS Implementation Project
Printers, Scanners and Computers
Award Number: 2021-405c-011**

BOARD OF SUPERVISORS:

Stephen Miller, Chairman

DATE: _____

ATTEST

Natasha Kennedy, Clerk

DATE: _____

Approved as to Form:

Deputy County Attorney



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Sheriff Mark Lamb
Pinal County Sheriff's Office
971 North Jason Lopez Circle, Bldg C
Florence, AZ 85132

PROJECT REFERENCE:

Contract Number: 2021-405c-011
Total Estimated Costs: \$117,953.00
Purpose of Project: AZ TraCS Implementation Project
(Printers, Scanners and Computers)

Dear Sheriff Lamb:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been significant changes throughout the contract;
2. GOHS requires one single-sided copy with an original signature. If your agency requires additional copies with an original signature, print additional copies.
3. Have your fiscal staff complete the Reimbursement Instructions (page 21);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Leo Lew, County Manager, Pinal County as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007. If your agency requires additional copies with an original signature, return them as well.

Please do not incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

2-24-2021

Date

Enclosures
AG

**DEPARTMENT/FUND
APPROPRIATION ADJUSTMENT FORM**

Fiscal Year	Agenda Item needed (yes/no)	Anticipated Meeting Date if applicable	Memo Attached if Board item
20/21	Yes	5/5/2021	<input checked="" type="checkbox"/>

Please use one form per agenda item.

Sources (Fund Balance, Revenues, Transfers In, etc...)							
Fund	Input "yes" if change in Fund Balance (2511)	Cost Center	Sub Ledger	Object Code	Current Budget	Adjustment Add/ (Subtract)	New Revised Budget
116		TBD		421000	\$0	\$82,072	\$82,072
213		3311003		457990	\$1,919,542	(\$82,072)	\$1,837,470
Insert rows above this line and copy New Revised Budget formula down							
Net Source Adjustment						\$0	

Uses (Expenditures, Transfers Out, etc....)							
Fund		Cost Center	Sub Ledger	Object Code	Current Budget	Adjustment Add/ (Subtract)	New Revised Budget
116		TBD		524030	\$0	\$33,833	\$33,833
116		TBD		524032	\$0	\$43,895	\$43,895
116		TBD		524040	\$0	\$4,344	\$4,344
213		3311003		457990	\$1,919,542	(\$82,072)	\$1,837,470
Insert rows above this line and copy New Revised Budget formula down							
Net Use Adjustment						\$0	

Net Change	\$0	
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Prepared by: Linda Martinez	Date: 4/6/2021
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Explanation:	Governor's Office Highway Safety - TraCS Implementation Program Award No. 2021-405c-011 Governor's Office of Highway Safety and Pinal County through the Pinal County Sheriff's Office. Award Amount: \$117,953.00 (Purchase and Installation of scanners, printers and computers) Federal Funding Award Period is 10/01/2020 - 09/30/2021 Reimbursement CFDA #: 20.616 No General Fund Impact. (Partial Funding)
---------------------	---

TYPE OF REQUEST:

- ☐ Transfer within same Cost Center
- ☐ Transfer between Cost Centers within same Fund
- ☒ Transfer between Funds or Transfer In/Out adjustments
- ☒ Transfer from/to of Reserve/Contingency (e.g., new grant, change in special revenue projection, new project)
- ☐ Change in Fund Balance Appropriation

For Budget Office Use Only

BUDGET OFFICE APPROVAL BY: _____ DATE: _____	COUNTY MANAGER APPROVAL BY: _____ DATE: _____	POSTED BY: _____ DATE: _____
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AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Sheriff's Office

Director: Mark Lamb

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval for the Non-Disclosure Agreement Between Standard Aero Limited and Pinal County. This agreement sets forth the rights and obligations of Standard Aero and Pinal County with respect to the use, handling, protection and safeguarding of Confidential Information which is disclosed by either party to the other to provide UH-1H airframe and performance upgrades, that includes engineering drawings and manuals. (Mark Lamb)

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
4/19/2021 4:04 PM	Sheriff	Yes
4/20/2021 11:20 AM	County Attorney	Yes
4/21/2021 10:04 AM	Budget Office	Yes
4/21/2021 10:11 AM	County Manager	Yes
4/30/2021 9:26 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Non-Disclosure Agreement Between Standard Aero Limited and Pinal County](#)

This Non-Disclosure Agreement (“**Agreement**”) is effective April 6, 2021 (“**Effective Date**”) by and between:

STANDARD AERO LIMITED

a corporation having a place of business at
#48 - 21330 56 Avenue
Langley, British Columbia, V2Y 0E5 Canada
 (“**StandardAero**”)

and

PINAL COUNTY

A political subdivision of the State of Arizona carrying on business for and
on behalf of the Pinal County Sheriff’s Office
971 Jason Lopez Cir.
Florence, AZ 85132
 (“**CUSTOMER or PCSO**”)

PURPOSE

This Agreement sets forth the rights and obligations of StandardAero and Customer (individually a “**Party**” and collectively the “**Parties**”) with respect to the use, handling, protection and safeguarding of Confidential Information (as hereinafter defined) which is disclosed by either Party to the other in order to provide UH-1H airframe and performance upgrades, that includes engineering drawings and manuals (“**Purpose**”).

1. **Definition of Confidential Information:**

- a) Confidential Information means (i) all information specifically and clearly identified and marked by StandardAero with respect to programs, marketing plans, customers, finances, pricing, operations, personnel, products, machines, processes, and methodologies including, but not limited to, technical information in the form of designs, concepts, requirements, specifications, software, interfaces, components, inventions, fabrications, or the like compositions, discoveries, disclosed by one Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) in relation to the Purpose, and (ii) all copies, notes and records and all related information generated by the Receiving Party, designated as confidential, by the Disclosing Party, StandardAero acknowledges and agrees that PCSO is an Arizona governmental entity subject to applicable local, state, and federal public record and open meeting laws, regulations and/or policies, including but not limited to A.R.S. §§ 39-101 *et seq.*
- b) Supplier acknowledgement. Supplier understands some Confidential Information provided by StandardAero may contain customer proprietary information/data and agrees to treat such proprietary information/data in accordance with the terms of this Agreement. Upon submission of a bid to customers, Supplier shall not include any proprietary information. All information submitted with regards to the customer bid will not be considered confidential or proprietary.

2. **Term and Survival:** Either Party may terminate this Agreement upon thirty days written notice to the other Party. Absent any such early termination, this Agreement shall terminate automatically on August 30, 2024. The restrictions regarding the use, disclosure, protection and destruction or return of Confidential Information received by either Party from the other Party prior to the termination of this Agreement shall survive such termination for a period of 10 years (the “**Protection Period**”).

3. **Procedure to Protect:** Any information disclosed by the Disclosing Party to the Receiving Party shall be deemed to be Confidential Information provided that the respective Disclosing Party discloses such information in written or other permanent form and clearly and conspicuously marks such information as being proprietary using an appropriate legend. Any information stored in electronic form on disk, tape, or other storage media constitutes Information in permanent form. If the Disclosing Party originally discloses information in some other form (e.g., orally or visually), the Receiving Party shall protect such information as confidential provided that the Disclosing Party:
- a) Identifies the information as Confidential at the time of original disclosure;
 - b) Summarizes the Confidential Information in writing;
 - c) Marks the writing clearly and conspicuously with an appropriate proprietary legend;
 - d) Delivers the writing to the Receiving Party within thirty (30) days following the original disclosure.
4. **Limited Distribution:** A Receiving Party shall limit access to Confidential Information it receives to its employees who have a "need to know" such information in order to give effect to the Purpose. Employees for StandardAero may include employees of its domestic affiliates. A Receiving Party shall only copy the Confidential Information only as reasonably necessary for it to give effect to the Purpose.
5. **Limitations on Use or Disclosure:** A Receiving Party may use the Confidential Information only for the Purpose and shall not disclose the Confidential Information to any third person without the prior written consent of the Disclosing Party. A Receiving Party shall not use the Information that it receives under this Agreement for design or manufacture without first obtaining the written permission of the Disclosing Party. Should it become necessary for the Receiving Party to disclose Confidential Information received from the Disclosing Party to a third party as a result of a requirement of law or regulation, the Confidential Information shall be disclosed only to the extent required by law or regulation and, if so permitted, after five (5) business days' prior written notification to the other Party of the requirement for such disclosure. StandardAero acknowledges and agrees that it is solely responsible for the protection and/or maintenance of its alleged proprietary information, records or rights.
6. **Proposal Legend & Restriction Notification:** If the Parties prepare and submit a government proposal or deliverables, each Party may disclose the Confidential Information received from the other Party to the Government Agency to support the proposal. The Party submitting the proposal shall mark the Confidential Information with the appropriate restrictive legend that the government agency specifies for use with such proposal and in accordance with the government's acquisition regulations. The Disclosing Party shall identify the Confidential Information, which should be furnished to the government with restrictions on its use, release, or disclosure. The government agency, and any of its proposal support contractors, may review any such proposal that the Parties submit.
7. **Protection of Proprietary Markings:** The Parties agree not to remove, alter or deface any proprietary or confidential designations or markings denoted on the Confidential Information. .
8. **Duty of Care:** A Receiving Party shall satisfy its obligations to protect Confidential Information from misuse or unauthorized disclosure by exercising reasonable care. Such care shall include protecting Confidential Information using those practices the Receiving Party normally uses to restrict disclosure and use of its own information of like importance, but not less than reasonable care, to avoid unauthorized disclosure, publication, dissemination or use of Confidential Information hereunder.

9. Exceptions to Duty: This Agreement does not restrict disclosure or use of information otherwise qualifying as confidential if the Receiving Party can show that any one of the following conditions exists.

- a) The Protection Period has expired;
- b) The information was already in the public domain when the Disclosing Party disclosed it to the Receiving Party through no wrongful act of the Receiving Party;
- c) The Receiving Party demonstrates through clear and convincing written evidence that it has developed the information independently without the use of the Disclosing Party's Information;
- d) The information was received from a third party without restriction regarding subsequent disclosure; or The disclosure is compelled by law.

10. Disclaimer of License: Confidential Information is and remains the property of the Disclosing Party and shall be used solely for the Purpose and shall not be used in any way directly or indirectly that is detrimental to the Disclosing Party or its affiliates. The Receiving Party is not granted directly or indirectly any right or license under any patents, copyrights, trade secrets, or the like of the Disclosing Party.

11. Disclaimer of Warranty: A Disclosing Party does not warrant that any Confidential Information it discloses is complete, accurate, free from defects, or useful for the purposes of the Receiving Party.

12. Notice Addresses: All legal notices must be written in English to the addresses listed below or at such other address, addressee, or fax number as the Party to whom such writing is to be given shall have last notified to the Party giving the same in the manner provided in this Article.

STANDARD AERO		PCSO	
Address	Legal Department 6710 N. Scottsdale Road, Suite 250 Scottsdale, Arizona 85253	Address	971 Jason Lopez Cir. Florence, AZ 85132

Any notice or other writing required or permitted to be given under this Agreement shall expressly refer to or identify this Agreement in the body of the notice. Any notice delivered, either personally or by a nationally recognized overnight courier service, shall be deemed to have been given and received on the day it is so delivered at such address, provided that, if such day is not a Business Day then the notice shall be deemed to have been given and received on the Business Day next following such day. Any notice transmitted by telecopy or other form of recorded communication shall be deemed given on the date such transmission is received if received during the normal business hours of the recipient and on the first Business Day after its transmission if it is received after the end of such normal business hours on the date of its transmission.

13. Return or Destroy: A Receiving Party shall, upon written request, use reasonable efforts to return all Confidential Information received from a Disclosing Party. Alternatively, at the Disclosing Party's discretion, the Disclosing Party may permit the Receiving Party to destroy all such Confidential Information received and certify destruction of such Confidential Information. Notwithstanding the above, the Receiving Party may retain on legal archive copy of the Confidential Information as required by regulatory requirements, in which case the retained copy will remain subject to the non-disclosure provisions of this Agreement.

14. Independent Contractors: The Parties are independent contractors. Each Party shall bear all costs and expenses it incurs in connection with this Agreement. This Agreement does not obligate either Party

to enter into a contract, subcontract, teaming agreement, joint venture, partnership, or other business relationship with the other Party. The Parties agree that the evaluation and disclosure contemplated herein and discussions or communications between the Parties, shall not restrict either Party's right to take whatever future action such Party unilaterally determines to be in its best interests, including the right to undertake similar evaluations or to enter into agreements or relationships with third parties covering subjects similar to those covered herein.

15. Independent Development: Each Party understands that the other Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to the Confidential Information received from a Disclosing Party. Nothing in this Agreement shall be construed as a representation or inference that either Party shall not develop products, or have products developed for it that compete with the products or systems contemplated by any Confidential Information provided by a Disclosing Party, provided that the Disclosing Party's Information shall not be used in such development.

16. Disputes, Arbitration & Applicable Law: In the case of a dispute, the Parties shall attempt to settle their differences amicably. If the Parties fail to reach a mutually satisfactory resolution of any such differences, the dispute may be resolved by binding arbitration according to the Rules of Arbitration of the American Arbitration Association. The Parties agree that, in any such arbitration proceeding, the arbitrator(s) shall use the laws of the State of Arizona to interpret, construe and apply this Agreement, without giving effect to the provisions, policies or principles relating to the conflict of laws. With respect to any judgment or decision rendered in any arbitration proceeding pursuant to this Agreement, each Party shall be responsible for its share of the arbitration fees and costs.

17. Remedies: The Receiving Party agrees that any violation or threatened violation of this Agreement shall cause irreparable injury to the Disclosing Party and the Disclosing Party's damages may not be readily ascertainable in the event of a breach of this Agreement. If a Receiving Party breaches this Agreement, the Parties agree that, in addition to any other remedies it may have at law or equity, the Disclosing Party shall be entitled to obtain injunctive relief restraining any further breach or threatened breach of this Agreement in addition to all other legal remedies available to the Disclosing Party.

18. Assignment: Except for any sale or transfer of the business to which this Agreement relates, or an assignment to a corporate parent, subsidiary, or affiliate, the rights of the Parties under this Agreement may not be assigned or transferred without the express written consent of the other Party, which consent shall not be unreasonably withheld.

19. Precedence of Conflicting Legends: Government agencies may require legends or markings to identify Confidential Information subject to government regulations, national security classifications or export controls. This Agreement does not affect those legends or markings. The terms of this Agreement do, however, take precedence over any conflicting legends or markings that the Disclosing Party uses to control reproduction, use and disclosure of the Confidential Information.

20. Severability: All provisions of this Agreement are severable, and if any provision or part thereof of this Agreement is deemed invalid or otherwise unenforceable, then such term shall be construed to reflect the closest lawful interpretation of the Parties' original intent, and the remaining provisions of this Agreement shall remain valid, enforceable and binding. Any failure by a Party hereto to enforce the other Party's strict performance of any provision of this Agreement shall not constitute a waiver of that Party's right to subsequently enforce such provision or any other provision of this Agreement.

21. Entire Agreement: This Agreement and its appendices constitute the entire understanding between the Parties and shall be binding upon the respective successors in interest and permitted assigns of the Parties. It supersedes all prior communications, whether expressed, implied, written or oral, agreements, or understandings between the Parties about the exchange and protection of Confidential Information for the Purpose. In case of any conflicts or inconsistencies between the provisions of this Agreement and

NON-DISCLOSURE AGREEMENT



any appendices attached hereto, the provisions of this Agreement shall prevail. A modification shall not bind either Party unless such modification is in writing and authorized representatives of both Parties sign it.

22. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute together but one and the same document.

Signed by a duly authorized representative of each Party:

STANDARD AERO LIMITED		PINAL COUNTY	
Signature		Signature	
Printed Name:		Printed Name:	
Title		Title	Chair, Pinal County Board of Supervisors

Attest:

By: _____
Clerk of the Board

Date

Approved:

By: 
Pinal County Sheriff

Approved as to Form:

By: _____
Deputy County Attorney



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Sheriff's Office

Director: Mark Lamb

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval for the Intergovernmental Agreement for Multi-Agency Special Weapons and Tactics (SWAT) Team between Pinal County Sheriff's Office and the Superior Police Department for participation in the Pinal County Regional SWAT Team. (Mark Lamb)

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
4/20/2021 3:55 PM	Sheriff	Yes
4/21/2021 9:53 AM	County Attorney	Yes
4/21/2021 10:01 AM	Budget Office	Yes
4/21/2021 10:11 AM	County Manager	Yes
4/30/2021 9:26 AM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Intergovernmental Agreement For Multi-Agency Special Weapons and Tactics \(SWAT\) Team](#)

**INTERGOVERNMENTAL AGREEMENT FOR MULTI-AGENCY
SPECIAL WEAPONS AND TACTICS (SWAT) TEAM**

This Intergovernmental Agreement (IGA) is made and entered into this 8 day of April, 2021 by and between Pinal County, a political subdivision of the State of Arizona (COUNTY), on behalf of the Pinal County Sheriff's Office (PCSO) and Superior Police Dept. (TOWN), a municipal corporation of the State of Arizona, for participation in the Pinal County Regional SWAT Team. County and Town may also be referred to herein after as "Party" individually and "Parties" collectively.

RECITALS

WHEREAS, A.R.S. §§ 11-951, *et seq.* authorizes public agencies to enter into intergovernmental agreements for the provisions of services or for cooperative action; and

WHEREAS, the Parties desire to establish a multi-agency special weapons and tactics team to provide an appropriate law enforcement response by a team of officers having specialized operational tactics training, skill, abilities and resources required in extraordinary situations, as determined by the Sheriff and/or Chief of Police of the Town.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained in this IGA and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

I. Definitions

1. Department means a police department in a city or town incorporated in Pinal County or a Native American community or reservation in Pinal County, Arizona.
2. Officer means a Deputy Sheriff or Police Officer certified by the Arizona Peace Officers Standards and Training Board (POST).
3. SWAT Team means the Pinal County multi-agency special weapons and tactics team.
4. Commander means the person designated by the Sheriff to command the SWAT Team during SWAT Team training or SWAT Team operations.
5. Medic means a paramedic holding a current State paramedic certification in Arizona.
6. Users Group means the group that includes the Pinal County Sheriff and the chief of police of each department then participating in this IGA, or that department head's designee.

II. Purpose. The purpose of this IGA is to provide an appropriate law enforcement response by a team of officers having specialized operational tactics training, skills, abilities and resources required in extraordinary situations, as determined by the Sheriff and/or Chief of any Local Police Department in Pinal County.

III. Duration and Termination. This SWAT Team IGA shall be in duration for a period of five years from the date of signature by the Parties. The agreement shall be automatically renewed for one additional five-year period unless otherwise terminated in writing. Either Party to the agreement may terminate its participation in the agreement by giving the other Party 30-days' written notice of its intent to terminate participation. However, periodic or temporary withdrawal of an Officer, Paramedic or employee from participation shall not constitute termination.

IV. Control and Supervision. The Participating Parties shall meet as needed to review training, equipment, operational, financial, supervision and other matters affecting the control and supervision of the SWAT Team and may recommend agreed upon changes to any training, equipment, operational, financial or supervisory aspects of the SWAT Team's function or operations.

By written appointment, the Sheriff, or the Sheriff's designee, shall appoint the SWAT Commander from among Arizona POST Certified PCSO employees. Upon advice of the SWAT Commander, the Sheriff may in his sole discretion decline, refuse or revoke the participation of an individual officer's membership in the SWAT Team.

The SWAT commander shall direct and supervise all team member selection, training and operational activities during actual SWAT team activities or operations as provided in the PCSO SWAT Standard Operating Manual.

- V. Equipment and Materials.** The Parties agree to avoid using the other Party's materials and/or equipment for purposes not directly associated with the purpose and intent of this IGA without the prior express written consent from the Party to whom the equipment and/or materials belong. However, this provision shall not be construed to prohibit any use of materials or equipment of another Party that is merely nominal and incidental, or on an emergency basis.
- VI. Responsibility for Damages.** Each Party shall be responsible and liable for any liabilities caused by the acts or omissions of such Party's officers, paramedics or other employees during that Party's participation in the SWAT Team and/or during the course of rendering mutual SWAT Team law enforcement assistance, medical assistance, and otherwise, as provided by law.
- VI. Insurance.** Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its official operations, duties and activities, and that it will maintain such coverage, at its own expense, for the duration of this IGA.
- VII. Indemnification and Joint Defense.**

- A.** To the maximum 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 IGA 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. If a Claim or Claims by third parties becomes subject to this Section, the governmental parties to this IGA that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to Subsection (B) below, including proportionate liability and proportionate payment of litigation fees, expenses and damages.
- B.** The Parties when involved in a Claim or Claims brought by a third-party have a common interest in a coordinated defense in any lawsuit. In the absence of a conflict, the Parties agree to have one lawyer jointly represent the defendants in the lawsuit. To the extent applicable, the Parties agree to abide by the Memorandum of Understanding Regarding Joint Defense ("**MOU**") between the Arizona Counties Insurance Pool ("**ACIP**") and the Arizona Municipal Risk Retention Pool ("**AMRRP**"). If applicable, each Party acknowledges that it has received a copy of the MOU from either ACIP or AMRRP.
- C.** The obligations under this Section shall survive the termination of this IGA.

- VIII. Investigations of SWAT Team/Member Action.** If any investigation is necessary, communication and cooperation among PCSO and all involved participating agencies is paramount, and the decision-making process should promote the best interests of all departments involved. PCSO, through the SWAT Commander, will work closely with each agency that has involved SWAT personnel in the handling of any incident requiring investigation. Investigations shall be administered accordingly:

- A.** If a criminal investigation involving the actions of a Pinal Regional SWAT team member is appropriate and necessary, the Pinal County Sheriff, in consultation with the participating departments, will take charge of any such criminal investigation. The Pinal County Sheriff, in consultation with the participating departments, may refer such an investigation to an outside agency or department as deemed necessary or appropriate by the Sheriff.
- B.** If an administrative investigation is appropriate and necessary that involve Pinal Regional SWAT team member actions that allegedly violate any policies, procedures or standards of the SWAT Team (i.e. as provided in the PCSO SWAT Standard Operating Manual), the Pinal County Sheriff, in consultation with the Users Group, will take charge of such administrative investigation. The Pinal County Sheriff, may refer such an investigation to an outside agency or department as deemed necessary or appropriate by the Sheriff.
- C.** If an administrative investigation is appropriate and necessary that involve Pinal Regional SWAT team member actions that allegedly violate any policies, procedures or standards of the member's employing agency (i.e. as provided in the SWAT member's police department policies), the officer's employing agency,

shall be responsible for the administrative investigation. The Pinal County Sheriff, in consultation with the Users Group, may refer either type investigation to an outside agency or department if the matter involves personnel from more than one department, certain expertise is needed or the scope exceeds the capability of the participating departments. To the extent the matter involves personnel from more than one department, certain expertise is needed or the scope exceeds the capability of the participating departments, the Pinal County Sheriff, in consultation with the participating departments, may refer such an investigation to an outside agency or department.

IX. Equipment. Each Party will assure that its participating SWAT Team Officers, Paramedics, or employees, are supplied with or issued the equipment specified in the PCSO SWAT Standard Operating Manual.

X. Finances. Each Party agrees to pay the salary, employee related expenses, overtime, equipment, transportation and other expenses required for its employee's participation on the SWAT Team. Grant funding and Anti-Racketeering (RICO) funds, when available, may be used to finance the SWAT Team training and operational activities and/or specialized equipment acquisition, as permitted by the terms of the grant or RICO distribution to the SWAT Team.

XI. General Terms

A. NOTICES: Any notices to the other Party required under this Agreement shall be in writing and sent to the following personnel:

If to Town:

Chief of Police
Superior Police Department

P.O. Box 218
Mail Address

Superior, AZ 85173
Town, State ZIP

If to County:

Chief Deputy
Pinal County Sheriff's Office
P.O. Box 867
Florence, Arizona 85132

B. RELATIONSHIP OF THE PARTIES: Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this Agreement confers any right to any person or entity not a party to this Agreement.

C. WAIVER OF TERMS AND CONDITIONS: The failure of either Party 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.

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

E. 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, in whole or in part, without the prior written consent of the other Party. Neither Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.

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. OTHER DUTIES IMPOSED BY LAW: Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- I. COMPLIANCE WITH CIVIL RIGHTS: The Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Order 2009-09 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
- J. E-VERIFY, RECORDS AND AUDITS: To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The Parties each retain the legal right to randomly inspect the papers and records of each other Party and each other Party's subcontractors who work under this Agreement to ensure that the other party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by each other Party. The Parties and their respective subcontractors shall cooperate with each other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
- K. ISRAEL BOYCOTTS: To the extent required by law, the Parties hereby acknowledge and affirm that, pursuant to A.R.S. § 35-393 *et seq.*, each party is not currently engaged in, and for the duration of this agreement will not engage in, a boycott of Israel.
- L. INTERPARTY DISPUTE RESOLUTION: If a dispute between the Parties arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation within sixty (60) days, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation. The Parties shall mutually agree upon a mediator. Each party agrees to bear its own costs of mediation, and to split the mediator fee. If mediation fails, any claim or action arising out of this Agreement shall be brought in the Pinal County Superior Court in Florence, Arizona.
- M. WORKER'S COMPENSATION: Each Party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, 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 Worker's Compensation benefits or other fringe benefits of said employees.
- N. COMPLIANCE WITH LAWS AND POLICIES: The Parties shall comply with all 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. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.
- O. 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.
- P. 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.
- Q. HEADINGS: The section headings throughout this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

- R. MODIFICATION: This Agreement shall not be modified or extended except by a mutually signed written agreement.
- S. ENTIRE AGREEMENT: This Agreement, including by this reference the PCSO SWAT Standard Operating Manual constitutes the entire agreement between PCSO and each Department, and may not be modified except by written addendum.

IN WITNESS WHEREOF, the parties have executed this IGA by signing their names on the day and date first written above.

For Pinal County:

By: _____
Chair, Pinal County Board of
Supervisors

Date

Attest:

Clerk of the Board

Date

Approve:

By: _____
Pinal County Sheriff

Approve as to Form:

Deputy County Attorney

For Town:

By: _____
Meyer
Title

Date

Attest:

Town Clerk

Date

Approve:

By: _____
Chief of Police

Approve as to Form:

Town Attorney



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Sheriff's Office

Director: Mark Lamb

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval for the Intergovernmental Agreement between Pinal County Sheriff's Office and the Town of Superior Police Department for participation in the Pinal Vehicular Crimes Task Force (PVCTF). (Mark Lamb)

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
4/21/2021 3:24 PM	Sheriff	Yes
4/26/2021 3:01 PM	County Attorney	Yes
4/27/2021 8:27 AM	Budget Office	Yes
4/27/2021 8:37 AM	County Manager	Yes
4/30/2021 9:27 AM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Intergovernmental Agreement For Multi-Agency Pinal Vehicular Crimes Task Force](#)

**INTERGOVERNMENTAL AGREEMENT FOR MULTI-AGENCY
PINAL VEHICULAR CRIMES TASK FORCE**

This Intergovernmental Agreement (IGA) is made and entered into this 8 day of April, 2021 by and between Pinal County, a political subdivision of the State of Arizona (COUNTY), on behalf of the Pinal County Sheriff's Office (PCSO) and Town of Superior Police Dept ("Department"), a municipal corporation of the State of Arizona, for participation in the Pinal Vehicular Crimes Task Force ("PVCTF"). County and Department may also be referred to hereinafter as "Party" individually, and "Parties" collectively.

RECITALS

WHEREAS, A.R.S. §§ 11-951, *et seq.* authorizes public agencies to enter into intergovernmental agreements for the provision of services or for cooperative action; and

WHEREAS, the Parties desire to establish a multi-agency task force to provide appropriate law enforcement action to enforce traffic laws, deter traffic violations and investigate traffic collisions and traffic-related crimes by a team of officers having specialized focus, training, skills, abilities and resources desired to perform these law enforcement actions, as determined by the Sheriff and/or Chief of Police of the Department.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained in this IGA and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

I. Definitions

1. *Department* means a police department in a city or town incorporated in Pinal County or a Native American community or reservation in Pinal County, Arizona.
2. *Officer* means a Deputy Sheriff or Police Officer certified by the Arizona Peace Officers Standards and Training Board (POST).
3. **PVCTF** means the Pinal County multi-agency vehicular crimes task force.
4. *Supervisor* means the person designated by the Sheriff to supervise the **PVCTF** during **PVCTF** training or **PVCTF** operations.
5. **PVCTF Participant(s)** means the group that includes the Pinal County Sheriff and the Chief of police of each department then participating in this IGA, or that department head's designee.

II. Purpose. The purpose of this IGA is to provide appropriate law enforcement action to enforce traffic laws, deter traffic violations and investigate traffic collisions and traffic-related crimes by a team of officers having specialized focus, training, skills, abilities and resources desired to perform these law enforcement actions, as determined by the Sheriff and/or Chief of Police of the Department.

III. Duration, Renewal and Termination. This **PVCTF** IGA shall be in **duration** for a period of five years from the date of signature by the Parties. This IGA may be **renewed** by mutual written agreement of the Parties. Either Party to the agreement may **terminate** its participation in the agreement by giving the other Party 30-days' written notice of its intent to terminate participation. *However*, periodic or temporary withdrawal of an Officer, Paramedic or employee from participation shall not constitute termination.

IV. Control and Supervision. The **PVCTF** Participants shall meet as needed to review training, equipment, operational, financial, supervision and other matters affecting the control and supervision of the **PVCTF** and may recommend agreed upon changes to any training, equipment, operational, financial or supervisory aspects of the **PVCTF**'s function or operations.

By written appointment, the Sheriff, or the Sheriff's designee, shall appoint the **PVCTF** Supervisor from among Arizona POST Certified PCSO employees. Upon advice of the **PVCTF** Supervisor, the Sheriff may in his sole discretion decline, refuse or revoke the participation of an individual officer's membership in the **PVCTF**. In these cases, the Sheriff or his designee will communicate this action with the Chief of that individual officer's department.

The **PVCTF** supervisor shall direct and supervise all team member selection, training and operational activities during actual **PVCTF** activities or operations as provided in the **PVCTF** Standard operating Procedures.

V. Responsibility for Damages. Each Party shall be responsible and liable for any liabilities caused by the acts or omissions of such **PVCTF** Participant's officers or other employees during that **PVCTF** Participant's participation in the **PVCTF** and/or during the course of rendering mutual **PVCTF** law enforcement assistance and otherwise, as provided by law.

VI. Insurance. Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its official operations, duties and activities, and that it will maintain such coverage, at its own expense, for the duration of this IGA. In addition to any insurance coverage required by this IGA, each party agrees that it will be solely responsible for and will assume sole liability for its officer's acts or omissions of any kind, while performing any service or activity under this IGA. In the event that a claim is made against any party for acts or omissions of any of its employees or officers, it is the intent of the parties to cooperate fully in the defense of said claim or claims and to cause their insurers to do likewise, to the extent practicable.

VII. Indemnification and Joint Defense.

- A. To the maximum 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 IGA 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, including that the Indemnitor will defend and indemnify the Indemnitee from any and all acts or omissions by Indemnitor's officers, agents, staff, personnel, and/or volunteers when operating or utilizing Indemnitee's equipment. If a Claim or Claims by third parties becomes subject to this Section, the governmental parties to this IGA that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to Subsection (B) below, including proportionate liability and proportionate payment of litigation fees, expenses and damages.
- B. The Parties when involved in a Claim or Claims brought by a third-party have a common interest in a coordinated defense in any lawsuit. In the absence of a conflict, the Parties agree to have one lawyer jointly represent the defendants in the lawsuit. To the extent applicable, the Parties agree to abide by the Memorandum of Understanding Regarding Joint Defense ("**MOU**") between the Arizona Counties Insurance Pool ("**ACIP**") and the Arizona Municipal Risk Retention Pool ("**AMRRP**"). If applicable, each Party acknowledges that it has received a copy of the MOU from either ACIP or AMRRP.
- C. The obligations under this Section shall survive the termination of this IGA.

VIII. Investigations of PVCTF Team/Member Action. If any investigation is necessary, communication and cooperation among PCSO and all involved participating Departments is paramount, and the decision-making process should promote the best interests of all departments involved. PCSO, through the **PVCTF** Supervisor, will work closely with each agency that has involved **PVCTF** team-member in the handling of any incident requiring investigation. Investigations shall be administered accordingly:

- A. If a criminal investigation involving the actions of a **PVCTF** team member is appropriate and necessary, the Pinal County Sheriff, in consultation with the participating departments, will take charge of any such criminal investigation. The Pinal County Sheriff, in consultation with the involved Department(s), may refer such an investigation to an outside agency or department as deemed necessary or appropriate by the Sheriff.
- B. If an administrative investigation is appropriate and necessary that involve **PVCTF** team member actions that allegedly violate any policies, procedures or standards of the **PVCTF** (i.e. as provided in the **PVCTF** Standard Operating Manual), the Pinal County Sheriff, in consultation with the involved Department(s), will take charge of such administrative investigation. The Pinal County Sheriff may refer such an investigation to an outside agency or department as deemed necessary or appropriate by the Sheriff.
- C. If an administrative investigation is appropriate and necessary that involve **PVCTF** team member actions that allegedly violate any policies, procedures or standards of the member's employing agency (i.e. as provided in the **PVCTF** member's police department policies), the officer's employing agency, shall be responsible for the administrative investigation. To the extent the matter involves personnel from more than one department,

certain expertise is needed, or the scope exceeds the capability of the involved participating Department(s), the Pinal County Sheriff, in consultation with the involved participating Department(s), may refer such an investigation to an outside agency or department.

- IX. Equipment, Materials and Vehicles.** Each Party will assure that its participating PVCTF officers are supplied with or issued a vehicle and the equipment specified in the PVCTF Standard Operating Procedures. Except as expressly authorized by the owner-party, each Party agrees to avoid using the other Party's materials and/or equipment for purposes not directly associated with the purpose and intent of this IGA without the prior express written consent from the Party to whom the equipment and/or materials belong. However, this provision shall not be construed to prohibit any use of materials or equipment of another Party that is merely nominal and incidental, or on an emergency basis. As applicable, City agrees to **anything in particular PCSO wants or needs the participating department to contribute*?*
- X. Finances.** Except as otherwise expressly provided in a related funding agreement between the Parties (see Section XII of this IGA), each Party agrees to pay the salary, employee related expenses, overtime, equipment, transportation and other expenses required for its employee's participation on the PVCTF. Grant funding and Special Revenue funds, when available, may be used to finance the PVCTF training and operational activities and/or specialized equipment acquisition, as permitted by the terms of the grant or special revenue distribution to the PVCTF.
- XI. Existence and Application of Other Agreements.** To the extent applicable, the Parties agree that this IGA does not negate each Party's respective obligations and responsibilities imposed by a current agreement(s) between the Parties providing for grant and/or other funding for a Party's PVCTF participation.

XII. General Terms

- A. NOTICES: Any notices to the other Party required under this Agreement shall be in writing and sent to the following personnel:

If to City/Town:

Chief of Police
Superior Police Department

P.O. Box 218
Mail Address

Superior, AZ 85173
City, State ZIP

If to County:

Chief Deputy
Pinal County Sheriff's Office
P.O. Box 867
Florence, Arizona 85132

- B. RELATIONSHIP OF THE PARTIES: Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this Agreement confers any right to any person or entity not a party to this Agreement.
- C. WAIVER OF TERMS AND CONDITIONS: The failure of either Party 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.
- D. GOVERNING LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona.

- E. 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, in whole or in part, without the prior written consent of the other Party. Neither Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.
- 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. OTHER DUTIES IMPOSED BY LAW: Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- I. COMPLIANCE WITH CIVIL RIGHTS: The Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Order 2009-09 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
- J. E-VERIFY, RECORDS AND AUDITS: To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The Parties each retain the legal right to randomly inspect the papers and records of each other Party and each other Party's subcontractors who work under this Agreement to ensure that the other party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by each other Party. The Parties and their respective subcontractors shall cooperate with each other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
- K. ISRAEL BOYCOTTS: To the extent required by law, the Parties hereby acknowledge and affirm that, pursuant to A.R.S. § 35-393 *et seq.*, each party is not currently engaged in, and for the duration of this agreement will not engage in, a boycott of Israel.
- L. INTERPARTY DISPUTE RESOLUTION: If a dispute between the Parties arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation within sixty (60) days, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation. The Parties shall mutually agree upon a mediator. Each party agrees to bear its own costs of mediation, and to split the mediator fee. If mediation fails, any claim or action arising out of this Agreement shall be brought in the Pinal County Superior Court in Florence, Arizona.
- M. WORKER'S COMPENSATION: Each Party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, 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 Worker's Compensation benefits or other fringe benefits of said employees.
- N. COMPLIANCE WITH LAWS AND POLICIES: The Parties shall comply with all 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. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.
- O. 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.

- P. 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.
- Q. HEADINGS: The section headings throughout this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.
- R. MODIFICATION: This Agreement shall not be modified or extended except by a mutually signed written agreement.
- S. ENTIRE AGREEMENT: This Agreement, including by this reference the PCTTF Policies and Procedures constitutes the entire agreement between PCSO and each Department, and may not be modified except by written addendum.

IN WITNESS WHEREOF, the parties have executed this IGA by signing their names on the day and date first written above.

For Pinal County:

By: _____
Chair, Pinal County Board of
Supervisors

Date

Attest:

Clerk of the Board

Date

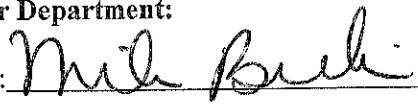
Approve:

By: 
Pinal County Sheriff

Approve as to Form:

Deputy County Attorney

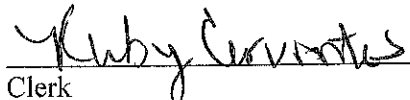
For Department:

By: 

Title

Date

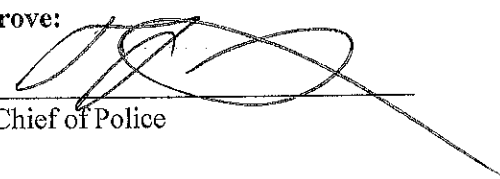
Attest:



Clerk

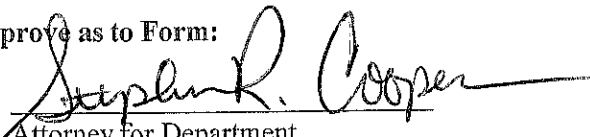
Date

Approve:

By: 

Chief of Police

Approve as to Form:



Attorney for Department



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Sheriff's Office

Director: Mark Lamb

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval for the Intergovernmental Agreement between Pinal County Sheriff's Office and Town of Superior, Superior Police Department for participation in the Pinal County Narcotics Task Force (PCNTF). (Mark Lamb)

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
4/21/2021 3:23 PM	Sheriff	Yes
4/26/2021 3:00 PM	County Attorney	Yes
4/27/2021 8:27 AM	Budget Office	Yes
4/27/2021 8:36 AM	County Manager	Yes
4/30/2021 9:27 AM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Intergovernmental Agreement For Multi-Agency Pinal County Narcotics Task Force](#)

**INTERGOVERNMENTAL AGREEMENT FOR MULTI-AGENCY
PINAL COUNTY NARCOTICS TASK FORCE**

This Intergovernmental Agreement (IGA) is made and entered into this 8 day of April, 2021 by and between Pinal County, a political subdivision of the State of Arizona (COUNTY), on behalf of the Pinal County Sheriff's Office (PCSO) and TOWN OF Superior / Superior Police Dept (CITY), a municipal corporation of the State of Arizona, for participation in the Pinal County Narcotics Task Force ("PCNTF"). County and City may also be referred to herein after as "Party" individually and "Parties" collectively.

RECITALS

WHEREAS, A.R.S. §§ 11-951, *et seq.* authorizes public agencies to enter into intergovernmental agreements for the provision of services or for cooperative action; and

WHEREAS, the Parties desire to establish a multi-agency task force to provide appropriate law enforcement action to combat, detect, investigate and deter illegal drug crimes by a team of officers having specialized focus, training, skills, abilities and resources desired to perform these law enforcement actions, as determined by the Sheriff and/or Chief of Police of the City. ¶

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained in this IGA and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

I. Definitions

1. Department means a police department in a city or town incorporated in Pinal County or a Native American community or reservation in Pinal County, Arizona.
2. Officer means a Deputy Sheriff or Police Officer certified by the Arizona Peace Officers Standards and Training Board (POST).
3. PCNTF means the Pinal County multi-agency narcotics task force.
4. Commander means the person designated by the Sheriff to command the PCNTF during PCNTF training or PCNTF operations.
5. PCNTF Participants means the group that includes the Pinal County Sheriff and the chief of police of each department then participating in this IGA, or that department head's designee.

II. Purpose. The purpose of this IGA is to provide appropriate law enforcement action to combat, detect, investigate and deter illegal drug crimes by a team of officers having specialized focus, training, skills, abilities and resources desired to perform these law enforcement actions, as determined by the Sheriff and/or Chief of Police of the City.

III. Duration, Renewal and Termination. This PCNTF IGA shall be in duration for a period of five years from the date of signature by the Parties. This IGA may be renewed by mutual written agreement of the Parties. Either Party to the agreement may terminate its participation in the agreement by giving the other Party 30-days' written notice of its intent to terminate participation. However, periodic or temporary withdrawal of an Officer, Paramedic or employee from participation shall not constitute termination.

IV. Control and Supervision. The PCNTF Participants shall meet as needed to review training, equipment, operational, financial, supervision and other matters affecting the control and supervision of the PCNTF and may recommend agreed upon changes to any training, equipment, operational, financial or supervisory aspects of the PCNTF's function or operations.

By written appointment, the Sheriff, or the Sheriffs designee, shall appoint the PCNTF Commander from among Arizona POST Certified PCSO employees. Upon advice of the PCNTF Commander, the Sheriff may in his sole discretion decline, refuse or revoke the participation of an individual officer's membership in the PCNTF. The PCNTF commander shall direct and supervise all team member selection, training and operational activities during actual PCNTF activities or operations as provided in the PCNTF Policies and Procedures.

- V. Responsibility for Damages.** Each Party shall be responsible and liable for any liabilities caused by the acts or omissions of such PCNTF Participant's officers or other employees during that PCNTF Participant's participation in the PCNTF and/or during the course of rendering mutual PCNTF law enforcement assistance and otherwise, as provided by law.
- VI. Insurance.** Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its official operations, duties and activities, and that it will maintain such coverage, at its own expense, for the duration of this IGA. In addition to any insurance coverage required by this IGA, each party agrees that it will be solely responsible for and will assume sole liability for its officer's acts or omissions of any kind, while performing any service or activity under this IGA. In the event that a claim is made against any party for acts or omissions of any of its employees or officers, it is the intent of the parties to cooperate fully in the defense of said claim or claims and to cause their insurers to do likewise, to the extent practicable.
- VII. Indemnification and Joint Defense.**
- A. To the maximum 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 IGA 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, including that the Indemnitor will defend and indemnify the Indemnitee from any and all acts or omissions by Indemnitor's officers, agents, staff, personnel, and/or volunteers when operating or utilizing Indemnitee's equipment, including but not limited to Indemnitee's vehicles. If a Claim or Claims by third parties becomes subject to this Section, the governmental parties to this IGA that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to Subsection (B) below, including proportionate liability and proportionate payment of litigation fees, expenses and damages.
 - B. The Parties when involved in a Claim or Claims brought by a third-party have a common interest in a coordinated defense in any lawsuit. In the absence of a conflict, the Parties agree to have one lawyer jointly represent the defendants in the lawsuit. To the extent applicable, the Parties agree to abide by the Memorandum of Understanding Regarding Joint Defense ("**MOU**") between the Arizona Counties Insurance Pool ("**ACIP**") and the Arizona Municipal Risk Retention Pool ("**AMRRP**"). If applicable, each Party acknowledges that it has received a copy of the MOU from either ACIP or AMRRP.
 - C. The obligations under this Section shall survive the termination of this IGA.
- VIII. Investigations.** If any investigation is necessary, communication and cooperation among PCSO and all involved participating agencies is paramount, and the decision making process should promote the best interests of all departments involved. PCSO, through the PCNTF Commander, will work closely with each agency that has involved PCNTF members in the handling of any incident requiring investigation. If a criminal investigation or administrative investigation involving the actions of a PCNTF member is appropriate and necessary, the Pinal County Sheriff, in consultation with the PCNTF Participants, will take charge of any criminal investigation. The Sheriff shall determine which department, including the officer's employing department, shall be responsible for the administrative investigation. The Pinal County Sheriff, in consultation with the PCNTF Participants, may refer either type investigation to an outside agency or department if the matter involves personnel from more than one department, certain expertise is needed or the scope exceeds the capability of the participating departments.
- IX. Equipment, Materials and Vehicles.** Each Party will assure that its participating PCNTF officers, are supplied with or issued the equipment specified in the PCNTF Policies and Procedures. Except as expressly authorized by the owner-party, each Party agrees to avoid using the other Party's materials and/or equipment for purposes not directly associated with the purpose and intent of this IGA without the prior express written consent from the Party to whom the equipment and/or materials belong. However, this provision shall not be construed to prohibit any use of materials or equipment of another Party that is merely nominal and incidental, or on an emergency basis. The Parties acknowledge that PCNTF officers may be assigned a PCSO/County-owned vehicle, according the PCSO discretion. As applicable, City agrees to

X. **Finances.** Except as otherwise expressly provided in a related funding agreement between the Parties (see Section XII of this IGA), each Party agrees to pay the salary, employee related expenses, overtime, equipment, transportation and other expenses required for its employee's participation on the PCNTF. Grant funding and Anti-Racketeering (RICO) funds, when available, may be used to finance the PCNTF training and operational activities and/or specialized equipment acquisition, as permitted by the terms of the grant or RICO distribution to the PCNTF.

XI. **Existence and Application of Other Agreements.** To the extent applicable, the Parties agree that this IGA does not negate each Party's respective obligations and responsibilities imposed by a current agreement(s) between the Parties providing for grant and/or other funding for a Party's PCNTF participation.

XII. General Terms

A. **NOTICES:** Any notices to the other Party required under this Agreement shall be in writing and sent to the following personnel:

If to City:

Chief of Police
Superior Police Department

P.O. Box 218
Mail Address

Superior, AZ 85173
City, State ZIP

If to County:

Chief Deputy
Pinal County Sheriff's Office
P.O. Box 867
Florence, Arizona 85132

B. **RELATIONSHIP OF THE PARTIES:** Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this Agreement confers any right to any person or entity not a party to this Agreement.

C. **WAIVER OF TERMS AND CONDITIONS:** The failure of either Party 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.

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

E. **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, in whole or in part, without the prior written consent of the other Party. Neither Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.

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. **OTHER DUTIES IMPOSED BY LAW:** Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.

I. **COMPLIANCE WITH CIVIL RIGHTS:** The Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Order 2009-09 and any other federal or state laws relating to equal opportunity and

non-discrimination, including the Americans with Disabilities Act.

- J. E-VERIFY, RECORDS AND AUDITS: To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Parties ' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The Parties each retain the legal right to randomly inspect the papers and records of each other Party and each other Party' subcontractors who work under this Agreement to ensure that the other party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by each other Party. The Parties and their respective subcontractors shall cooperate with each other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
- K. ISRAEL BOYCOTT: To the extent required by law, the Parties hereby acknowledge and affirm that, pursuant to A.R.S. § 35-393 *et seq.*, each party is not currently engaged in, and for the duration of this agreement will not engage in, a boycott of Israel.
- L. INTERPARTY DISPUTE RESOLUTION: If a dispute between the Parties arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation within sixty (60) days, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation. The Parties shall mutually agree upon a mediator. Each party agrees to bear its own costs of mediation, and to split the mediator fee. If mediation fails, any claim or action arising out of this Agreement shall be brought in the Pinal County Superior Court in Florence, Arizona.
- M. WORKER'S COMPENSATION: Each Party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, 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 Worker's Compensation benefits or other fringe benefits of said employees.
- N. COMPLIANCE WITH LAWS AND POLICIES: The Parties shall comply with all 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. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.
- O. 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.
- P. 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.
- Q. HEADINGS: The section headings throughout this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.
- R. MODIFICATION: This Agreement shall not be modified or extended except by a mutually signed written agreement.
- S. ENTIRE AGREEMENT: This Agreement, including by this reference the PCNTF Policies and Procedures constitutes the entire agreement between PCSO and each Department, and may not be modified except by written addendum.

IN WITNESS WHEREOF, the parties have executed this IGA by signing their names on the day and date first written above.

For Pinal County:

By: _____
Chair, Pinal County Board of
Supervisors

Date

Attest:

Clerk of the Board

Date

Approve:

By: _____
Pinal County Sheriff

Approve as to Form:

Deputy County Attorney

For City:

By: _____
Mayor

Title

Date

Attest:

City Clerk

Date

Approve:

By: _____
Chief of Police

Approve as to Form:

City Attorney



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name:

Director:

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of no cost settlement agreement in Pinal County Superior Court Case No. S1100CV202100173 between the City of Apache Junction, Pinal County and Kevin Kelly. (Chris Keller/Kent Volkmer)

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

N/A

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

N/A

MOTION:

N/A

History		
Time	Who	Approval
4/29/2021 11:31 AM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Settlement Agreement](#)

SETTLEMENT AGREEMENT

The City of Apache Junction, as defined in section I(9) below, Pinal County, as defined in section I(10) below, and Kevin Kelly (hereinafter “Kelly”), as defined in section I(11) below, hereby enter into this Settlement Agreement (“the Agreement”), as evidenced by their signatures on page 4 of this Agreement. The City of Apache Junction, Pinal County, and Kelly, collectively, are referred to herein as the “Parties.”

I. RECITALS

The following recitals are agreed upon by the Parties and are material to the terms, conditions, and consideration for this Agreement:

1. On or about January 27, 2021, Kelly filed his Complaint in Pinal County Superior Court Case No. S1100CV202100173. The Complaint alleges claims, and seeks damages and injunctive relief, arising out of an incident involving sex offender registration occurring on and after December 14, 2020;
2. The Complaint names as Defendants Pinal County, the Pinal County Sheriff’s Office, Pinal County Sheriff Mark Lamb, the Apache Junction Police Department, Apache Junction Police Department Detective Peter Tejada, in his personal and official capacities, and the Arizona Department of Public Safety;
3. The Arizona Department of Public Safety is not a party to this Agreement;
4. Plaintiff’s Complaint alleges that the Apache Junction Police Department, and Apache Junction Police Department Detective Peter Tejada, in his personal and official capacities, demanded Plaintiff register as a sex offender allegedly under threat of arrest and prosecution based on a 2002 criminal conviction from the State of New Jersey. Plaintiff contends the alleged demand and threats were unlawful, that Plaintiff is not legally required to register as a sex offender under the applicable Arizona statute, and that he is entitled to damages and injunctive relief.
5. The Apache Junction Police Department, and Apache Junction Police Department Detective Peter Tejada, in his personal and official capacities, contend that at the time of the initial review and assessment of Kelly’s previous conviction, they arrived at a good faith belief that sex offender registration was legally required, that they had a duty to enforce the laws related to sex offender registration, and did so only with an intent to enforce Arizona law in good faith. The Apache Junction Police Department, and Apache Junction Police Department Detective Peter Tejada, in his personal and official capacities, deny liability and contend that Plaintiff cannot sustain his claims under the applicable standards for imposing liability, and is not entitled to damages, injunctive relief, or any other form of relief requested in his Complaint.
6. Plaintiff’s Complaint alleges Pinal County, the Pinal County Sheriff’s Office, and Pinal County Sheriff Mark Lamb commenced the sex offender registration process without informing Plaintiff of any right to challenge the registration requirement. Plaintiff contends the alleged efforts were unlawful, that Plaintiff is not legally required to register as a sex

offender under the applicable Arizona statute, and that he is entitled to damages and injunctive relief.

7. Pinal County, the Pinal County Sheriff's Office, and Pinal County Sheriff Mark Lamb contend that when Kelly approached the Pinal County Sheriff's Office regarding registration, he was already in the registry from the original State of New Jersey entry, that the Pinal County Sheriff's Office only updated his address, and then placed any further action on hold pending further information and review. The Pinal County Sheriff's Office observed a note in Kelly's New Jersey profile that he was no longer required to register in New Jersey. Any changes made to the registry by the Pinal County Sheriff's Office were made in good faith, were not made public, and after additional research, the Pinal County Sheriff's Office concluded that Kelly's New Jersey conviction did not rise to the level requiring registration under Arizona law, and requested in writing to the Arizona Department of Public Safety ("DPS") that he be removed from offender watch and requested notification from DPS once he was removed from the database. Pinal County, the Pinal County Sheriff's Office, and Pinal County Sheriff Mark Lamb deny liability and contend that Plaintiff cannot sustain his claims under the applicable standards for imposing liability, and is not entitled to damages, injunctive relief, or any other form of relief requested in his Complaint.

8. Notwithstanding the claims and defenses raised as described in paragraphs 4-7 above, the Parties wish to resolve the pending lawsuit through this Agreement.

9. The City of Apache Junction, as referred to in, and for the purposes of, this Agreement means the Apache Junction Police Department, Apache Junction Police Department Detective Peter Tejada, in his personal and official capacities, and includes all named Apache Junction Defendants, and the municipality known as the City of Apache Junction, an Arizona municipal corporation, and all of its past, current and future officials, council members, supervisors, administrators, trustees, officers, agents, spouses, representatives, employees, attorneys, insurers, assigns, successors, departments, agencies, and all other persons acting by, or through, any of the above, under or in concert with any of the other persons or entities listed herein (herein and collectively, referred to in each and every paragraph of this Agreement as the "City of Apache Junction").

10. Pinal County, as referred to in, and for purposes of, this Agreement means Pinal County, the Pinal County Sheriff's Office, and Pinal County Sheriff Mark Lamb, including the named Pinal County Defendants, and all Pinal County past, current and future officials, board of supervisors members, supervisors, administrators, trustees, officers, agents, spouses, representatives, employees, attorneys, insurers, assigns, successors, departments, agencies, and all other persons acting by, or through, any of the above, under or in concert with any of the other persons or entities listed herein (herein and collectively, referred to in each and every paragraph of this Agreement as "Pinal County").

11. Kelly, as referred to in, and for purposes of, this Agreement, means Kevin Kelly, individually and for any marital community in which Kelly is, or may be, a member.

II. TERMS

12. Upon the Parties' promises, terms, and agreements herein, which are deemed by the Parties to be supported by good consideration, the Parties agree as follows:

13. The City of Apache Junction and Pinal County, respectively, agree they will take no further action to require Kelly to register as a sex offender, or threaten him with prosecution for not registering, regarding the case of *State of New Jersey v. Kevin Kelly*, #02-01-00068-A.

14. Kelly agrees that if, at any time after this Agreement is executed, either the City of Apache Junction or Pinal County take further action requiring Kelly to register as a sex offender, or threaten him with prosecution for not so registering regarding the conviction in the case of *State of New Jersey v. Kevin Kelly*, #02-01-00068-A, he, or his counsel, shall immediately make written claim of breach, and deliver same to:

For a claim against Pinal County:

The Pinal County Attorneys' Office
Chief Civil Deputy
P.O. Box 887
Florence, Arizona 85132-0887

For a claim against the City of Apache Junction:

The City of Apache Junction
Officer of the City Attorney
300 East Superstition Blvd.
Apache Junction, Arizona 85119

Upon such notice, the City of Apache Junction and/or Pinal County shall have seven (7) calendar days to cease and desist, or otherwise cure the alleged breach, or if not cured to Kelly's satisfaction, Kelly may then commence an action for breach of this Agreement. Kelly agrees he shall not file any action for breach unless and until the above notice is delivered and received, and the City of Apache Junction and/or Pinal County is/are provided seven (7) calendar days to cease and desist and such additional time as may be necessary to promptly cure the alleged breach.

15. The City of Apache Junction and Pinal County agree that Kelly is not listed in their systems and/or public records as a registered sex offender based on the conviction in *State of New Jersey v. Kevin Kelly*, #02-01-00068-A, and that he has not otherwise been entered into their databases as a currently registered sex offender in Arizona.

16. The City of Apache Junction and Pinal County agree that to the extent they have created or maintain documents or records indicating that Kelly was required to register as a sex offender in Arizona, or was registered as a sex offender, such documents and/or records shall be kept confidential, as provided by, and to the extent and limits allowed, under federal and Arizona state law.

17. The Parties agree that Plaintiff's Complaint in Pinal County Superior Court Case No. S1100CV202100173 shall be dismissed with prejudice, and with each side to bear their own attorneys' fees and costs, and that the Parties will direct their counsel to create, execute, and file all documents necessary to effect the dismissal of the subject action as described in this paragraph.

18. Kelly understands that the dismissal of Pinal County Superior Court Case No. S1100CV202100173 shall be deemed a dismissal with prejudice of all claims that Kelly has brought, or could have brought, against the City of Apache Junction and/or Pinal County, but does not release claims resulting from a breach of any promise made in this Agreement.

19. The negotiation and/or execution of this Agreement are for settlement purposes, and shall not be used in support of, or to challenge, the Parties' claims and defenses in Pinal County Superior Court Case No. S1100CV202100173.

20. In case any one or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired, and they shall remain in full force and effect.

21. This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona, and any action relating to this Agreement shall be instituted and prosecuted in the federal court located in Phoenix, Arizona, or state courts located in Pinal County, Arizona. The Parties each waive their respective right to file an action in any other jurisdiction or venue.

I accept and agree to the terms and provisions in this Agreement, hereby execute the Agreement voluntarily with full understanding of the consequences and by my signature represent that I am fully authorized to enter into this Agreement on behalf of myself, or the party or parties indicated:

Kevin Kelly

Date:

For the City of Apache Junction, As Defined In This Agreement

Date:

For Pinal County, As Defined In This Agreement

Date:



AGENDA ITEM

May 5, 2021 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 of the Pinal County Public Health Services District Board of Directors. (Tascha Spears/Leo Lew)

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
4/27/2021 4:06 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download
<input type="checkbox"/> Agenda Packet



NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION
PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
AGENDA
Wednesday, May 5, 2021

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 April 7, 2021, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)
- * B. Discussion/approval/disapproval of the application by Public Health for the COVID-19 Health Disparities project in the amount of \$6,754,859 commencing July 1, 2021 for a period of 2 years. (Tascha Spears/Leo Lew)
- * C. Discussion/approval/disapproval of Amendment No. 4 to Contract No. ADHS18-177686 with Arizona Department of Health Services for Immunization Services. The term of this contract amendment will be July 1, 2020, through June 30, 2024. This amendment allots additional funds supplemental vaccination efforts related to Flu and COVID-19. Contract amount not to exceed \$684,200. (Tascha Spears/Leo Lew)
- * D. Discussion/approval/disapproval of the 2021/22 contract with Arizona Family Health Partnership for Family Planning Services. The term of this contract will be April 1, 2021, through March 31, 2022. The total amount of the contract is not to exceed \$469,000. (Marcela Salinas/Tascha Spears)

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.



AGENDA ITEM

May 5, 2021 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 April 7, 2021, 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:

History		
Time	Who	Approval
4/27/2021 4:04 PM	Clerk of the Board	Yes

ATTACHMENTS:

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PINAL COUNTY

WIDE OPEN OPPORTUNITY

**PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
MINUTES
Wednesday, April 7, 2021
11:15 AM**

BOARD OF DIRECTORS

Chairman Stephen Q. Miller
Director, District 3

Vice-Chairman Mike Goodman
Director, District 2

Kevin Cavanaugh
Director, District 1

Jeffrey McClure
Director, District 4

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:

<https://pinal.novusagenda.com/AgendaPublic/MeetingView.aspx?MeetingID=1416&MinutesMeetingID=619&doctype=Agenda>

and a Video Recording of this meeting can be viewed at:

<https://pinalcountyaz.swagit.com/play/04072021-1312>

The Pinal County Public Health Services District Board of Directors convened at 11:15 a.m. this date. The meeting was called to order by Chairman Miller.

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

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

(I) 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.

Vice-Chairman Goodman requested to pull Consent Agenda Item B on behalf of Tascha Spears, Public Health Director.

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

Item Action: Approved Consent Agenda Items A through D, Minus B

Motion Made By: Supervisor Goodman

Seconded By: Supervisor McClure

To approve Consent Agenda Items A through D, Minus B.

Motion Passed

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

- * A. Discussion/approval/disapproval of Minutes from March 3, 2021, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)

Item B Pulled from Consent Agenda

- * B. Discussion/approval/disapproval of Amendment No. 5 to Contract Number ADHS18-177686 with Arizona Department of Health Services for Immunization Services. The term of this contract amendment will be July 1, 2021 through June 30, 2022. The total contract amount is not to exceed \$300,000 with additional reimbursements available for vaccination services provided. (Tascha Spears/Leo Lew)

Tascha Spears, Public Health Director, appeared before the Board and advised regarding the typographical errors for the contract amount and dates.

Item Action: Approved as presented, with a change not to exceed \$1.6 million and spending can occur until June 20, 2024

Motion Made By: Supervisor Goodman

Seconded By: Supervisor Cavanaugh

To approve Amendment No. 5 to Contract Number ADHS18-177686 with Arizona Department of Health Services for Immunization Services, with a change not to exceed \$1.6 million and spending can occur until June 20, 2024.

Motion Passed

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

- * C. Discussion/approval/disapproval of the Intergovernmental Agreement (IGA) between Pinal County and the City of Maricopa. This is to set forth the responsibilities of the parties for the provision of Medical Forensics Services by the County to the City. Also, to address the legal and administrative matters. (Tascha Spears/Leo Lew)
- * D. Discussion/approval/disapproval of the Amended Lease Agreement with Horizon Health and Wellness, Inc. to include storage capacity for COVID-19 vaccine. The term of this agreement will begin April 1, 2021, for a period of 30 days at a charge of \$400 per month with an option for automatic renewal every 30 days at \$400 per month. (Tascha Spears/Leo Lew)

11:18 a.m. – Chairman Miller adjourned the April 7, 2021, 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**

Stephen Q. Miller, Chairman

ATTEST:

Natasha Kennedy, Clerk of the Board

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

Approval of Minutes: May 5, 2021



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 82

Dept. #:

Dept. Name: Public Health

Director: Tascha Spears

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of the application by Public Health for the COVID-19 Health Disparities project in the amount of \$6,754,859 commencing July 1, 2021 for a period of 2 years. (Tascha Spears/Leo Lew)

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

Requesting total funds of \$6,754,859 over 2 years to address health disparities in Pinal County related to COVID-19 testing, vaccination efforts and facilitation of resources for those requiring COVID-19 services. Funds will allow Public Health to contract services to address these disparities. There is no matching requirement and project scope can be expanded or lessened based on approved award amount so there will be no impact to the General Fund.

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

The project will address Public Health disparities among high-risk and under served populations including racial and ethnic minority populations and rural communities. Project will allow Public Health to contract services to reach under served, high-risk populations within Pinal County for COVID-19 testing and vaccination.

MOTION:

Approve as presented

History		
Time	Who	Approval
4/15/2021 8:24 AM	County Attorney	Yes
4/16/2021 10:22 AM	Grants/Hearings	Yes
4/21/2021 10:00 AM	Budget Office	Yes
4/21/2021 10:07 AM	County Manager	Yes
4/22/2021 9:19 AM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [BOS Grant Request](#)



PINAL COUNTY

WIDE OPEN OPPORTUNITY

Board of Supervisors Grant Request

Board of Supervisors meeting date: _____

Department seeking grant: _____

Name of Granting Agency: _____

Name of Grant Program: _____

Project Name: _____

Amount requested: _____

Match amount, if applicable: _____

Application due date: _____

Anticipated award date/fiscal year: _____

What strategic priority/goal does this project address?: _____

Applicable Supervisor District: _____

Brief description of project: _____

Approval received per Policy 8.20: _____ OnBase Grant #: _____

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 _____



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 82

Dept. #: 359

Dept. Name: Public Health

Director: Tascha Spears

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Amendment No. 4 to Contract No. ADHS18-177686 with Arizona Department of Health Services for Immunization Services. The term of this contract amendment will be July 1, 2020, through June 30, 2024. This amendment allots additional funds supplemental vaccination efforts related to Flu and COVID-19. Contract amount not to exceed \$684,200. (Tascha Spears/Leo Lew)

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

This contract offsets the Public Health Services District cost of providing immunization services to children and adults. The amendment addresses 3 specific areas to increase capacity:

1. Supplemental flu vaccination activities: Additional funds up to \$175,000 to be utilized prior to June 30, 2024
2. Improvements to vaccine cold storage capacity, data entry and reminder call activities: Additional funds up to \$125,000 to be utilized prior to June 30, 2024.
3. Enhance VFC/COVID-19 activities: Additional funds up to \$84,200 to be utilized prior to June 30, 2024. There is no impact on the general fund.

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

This amendment increases the capacity of Public Health to provide flu vaccinations to vulnerable community members as well as boost activity related to storage of COVID-19 vaccine and contact tracing strategies related to COVID-19.

MOTION:

Approve as presented

History

Time

4/20/2021 10:49 AM

4/21/2021 10:01 AM

Who

County Attorney

Budget Office

Approval

Yes

Yes

4/21/2021 10:08 AM

County Manager

Yes

4/26/2021 8:18 AM

Clerk of the Board

Yes

ATTACHMENTS:

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☐ [Grant Request Form](#)

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: ADHS18-177686	IGA Amendment No.: 4	Procurement Officer Anthony Beckum

IMMUNIZATION SERVICES
<p>Effective upon signature of both parties, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:</p> <p>1. Pursuant to the Terms and Conditions, Provision Six (6), Contract Changes, section 6.1, Amendments Purchase Orders and Change Orders; the Intergovernmental Agreement is amended to reflect the following:</p> <p>1.1 Under the Scope of Work, Provision Four (4), Tasks, Section 4.2, Activity Two (2) Child and Adolescent Immunizations, Sub-section 4.2.1, Section 4.2.1.7, as outlined below, is hereby added by this Amendment Four (4):</p> <p>4.2.1.7. Enhance VFC vaccination capacity. Funds can be utilized for staffing, materials/supplies, equipment, and travel related to efforts to successfully vaccinate children within the community.</p> <p style="text-align: center;">--Continued on next page--</p>

All other provisions of this Agreement remain unchanged.

PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT			
Contractor Name:			Authorized Signature
971 N. JASON LOPEZ CIRCLE, BLDG D			
Address:			Print Name
FLORENCE	ARIZONA	85132	
City	State	Zip	Title
Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona			This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. State of Arizona
Signature		Date	Signed this _____ day of _____ 2021.
Print Name			Procurement Officer
Contract No.: ADHS18-177686 , which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.			
Signature		Date	
Assistant Attorney General			
Print Name			

	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</p>		<p>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 18th Ave Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: ADHS18-177686</p>	<p>IGA Amendment No.: 4</p>	<p>Procurement Officer Anthony Beckum</p>

1.2 Under the Scope of Work, Provision Four (4), Tasks, Section 4.12, Activity Twelve (12) VPD Outbreak and Pandemic Preparedness, Sub-section 4.12.5, as outlined below, is hereby added by this Amendment Four (4):

4.12.5. Enhance COVID-19 vaccination capability (or capacity). Funds can be utilized for staffing, materials/supplies, equipment, and travel related to efforts to successfully vaccinate adults and children within the community.

1.3 The Price Sheet is revised and replaced with the Price Sheet of this Amendment Four (4); and

1.4 Finally, Exhibit Three (3) is revised and replaced by Exhibit Three (3) of this Amendment Four (4).

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: ADHS18-177686	IGA Amendment No.: 4	Procurement Officer Anthony Beckum

PRICE SHEET				
Activity	Frequency	Unit Rate	Unit of Measure	Total
Total Personnel/ERE; Salary/Fringe - May claim only salary and fringe benefits for immunization program staff/other staff who work to meet contract requirements	Yearly	N/A	Total	Up to \$50,000.00
Immunization Visit for children zero (0) to eighteen (18) years of age who meet VFC eligibility requirements. Do not include visits for insured children.	Quarterly	\$50.00	Per Visit	As approved by ADHS and authorized by purchase order
Immunization Visit for adults nineteen (19) years of age and older who meet VFA eligibility requirements. Do not include visits for insured adults	Quarterly, when specific VFA funds are available	\$50.00	Per Visit	
Immunization Completion report for children zero (0) to twenty-four (24) months of age for the 4:3:1:3:3:1:4 series	Quarterly	\$100.00	Per Series Completion	
Perinatal Hepatitis B Case Management – Prenatal	Quarterly	\$300.00	Per Case	
Perinatal Hepatitis B Case Management – Postnatal	Quarterly	\$200.00	Per Case	
Immunization Visit for Flu Vaccine, in children and adults who meet VFC and VFA eligibility requirements. Do not include visits for insured children or adults.	When specific pan flu vaccine funds are available	\$50.00	Per Visit	
IDR Submission – Preparation and Submittal of School/Child Care IDR by CHD nurse or in cooperation with school/child care personnel	Optional	\$250.00	Each/per grade level IDR	
IDR Validation – On-site visit to schools/child care facilities to validate IDR submission data	Optional	\$50.00	Each/per grade level validation	
Supplemental flu vaccination activities.	As needed by June 30, 2024	N/A	Total	Not to exceed allocation= \$175,000
Improve vaccine cold storage capacity; increase capacity for data entry and reminder recall activities	As needed by June 30, 2024	N/A	Total	Not to exceed allocation= \$125,000
Enhance VFC/COVID-19 activities	As needed by June 30, 2024	N/A	Total	Not to exceed allocation= \$84,200

	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT (IGA)</p> <p style="text-align: center;">AMENDMENT</p>		<p>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 18th Ave Suite 530 Phoenix, Arizona 85007</p>
	Contract No.: ADHS18-177686	IGA Amendment No.: 4	Procurement Officer Anthony Beckum

EXHIBIT THREE

Exhibit - 2 CFR 200.332

§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

Prime Awardee:

Arizona Department of Health Services

DUNS #

804745420

Federal Award Identification (Grant Number):

6 NH23IP922599-02-02

Subrecipient name (which must match the name associated with its unique entity identifier):

Pinal County

Subrecipient's unique entity identifier (DUNS #):

Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):

NH23IP922599

Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;

09/23/2020

Subaward Period of Performance Start and End Date;

07/01/2019 - 06/30/2024

Subaward Budget Period Start and End Date:

07/01/2020 - 06/30/2021

Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):

\$84,200.00

Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):

\$11,298,059.00

Total Amount of the Federal Award committed to the subrecipient by the pass-through entity

\$15,546,386.00

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: ADHS18-177686	IGA Amendment No.: 4	Procurement Officer Anthony Beckum

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

CDC-RFA-IP19-1901 Immunization and Vaccines for Children

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity

Centers for Disease Control and Prevention

Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:

93.268 - Immunization Cooperative Agreements

Identification of whether the award is R&D

Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414



PINAL COUNTY

WIDE OPEN OPPORTUNITY

Board of Supervisors Grant Request

Board of Supervisors meeting date: _____

Department seeking grant: _____

Name of Granting Agency: _____

Name of Grant Program: _____

Project Name: _____

Amount requested: _____

Match amount, if applicable: _____

Application due date: _____

Anticipated award date/fiscal year: _____

What strategic priority/goal does this project address?: _____

Applicable Supervisor District: _____

Brief description of project: _____

Approval received per Policy 8.20: _____ OnBase Grant #: _____

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 _____



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 82

Dept. #: 359

Dept. Name: Public Health

Director: Tascha Spears

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of the 2021/22 contract with Arizona Family Health Partnership for Family Planning Services. The term of this contract will be April 1, 2021, through March 31, 2022. The total amount of the contract is not to exceed \$469,000. (Marcela Salinas/Tascha Spears)

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

This contract offsets the Public Health Services District cost of providing family planning services. There is no impact to the general fund.

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

This contract allows Public Health to provide Title X comprehensive family planning services to 3,752 unduplicated clients and to increase Pinal County residents access to family planning services. It also provides chlamydia testing and treatment to sexually active female clients 24 years of age and younger.

MOTION:

Approve as presented.

History	Who	Approval
Time		
4/16/2021 10:17 AM	County Attorney	Yes
4/16/2021 10:58 AM	Grants/Hearings	Yes
4/21/2021 10:00 AM	Budget Office	Yes
4/21/2021 10:07 AM	County Manager	Yes
4/22/2021 9:17 AM	Clerk of the Board	Yes

ATTACHMENTS:

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PINAL COUNTY

WIDE OPEN OPPORTUNITY

Board of Supervisors Grant Request

Board of Supervisors meeting date: _____

Department seeking grant: _____

Name of Granting Agency: _____

Name of Grant Program: _____

Project Name: _____

Amount requested: _____

Match amount, if applicable: _____

Application due date: _____

Anticipated award date/fiscal year: _____

What strategic priority/goal does this project address?: _____

Applicable Supervisor District: _____

Brief description of project: _____

Approval received per Policy 8.20: _____ OnBase Grant #: _____

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 _____

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**”), and **Pinal County Public Health Services District** (the “**Contractor**”). The Partnership or the Contractor may be referred to individually as the “**Party**” or collectively the “**Parties**”.

RECITALS

WHEREAS, the Partnership has received Grant # 5 FHPA006468-03-00 (the “**Grant**”) dated March 26, 2021, from the Office of Population Affairs (“**OPA**”) and the United States Department of Health and Human Services (“**DHHS**”), to provide family planning and related preventative health services to eligible clients in the State of Arizona;

WHEREAS, the Grant is made pursuant to Title X of the Public Health Service Act, 42 U.S.C. 300, et seq., as amended and program guidelines and requirements issued by DHHS and OPA (“**Title X**”). Title X authorizes federally funded 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).”

WHEREAS, the Contractor provides services that qualify for reimbursement under Title X.

WHEREAS, the Parties desire to provide for a sub-award of the Grant to reimburse the Contractor’s actual, allowable costs associated with providing the Family Planning Services, defined below.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and intending to be legally bound thereby, the Partnership and the Contractor agree as follows:

ARTICLE I

TERM AND STATEMENT OF WORK

1.1 Term. The Contract will begin on **April 1, 2021 and terminates March 31, 2022**, unless earlier terminated or amended pursuant to Article VI (the “**Term**”).

1.2 Services and Standards. The Contractor will provide **3,752** unduplicated clients the comprehensive sexual and reproductive services identified in the AFHP Agency Health Center Report (the “**Family Planning Services**”), attached as Attachment 1. The Family Planning Services will be performed in strict compliance with Title X and:

1.2.1 The Contractor's Client Data Projections described in the Client Data Summary (“**Client Data Summary**”), attached as Attachment 2;

1.2.2 The Contractor’s total 2021-2022 Family Planning Program Budget (“**Budget**”), which includes all revenues and expenses for the Contractor’s Title X-funded site(s). The Budget is attached as Attachment 3.

1.2.3 Any Title X regulations, including 42 C.F.R. § 59 et seq. (the “**Title X Regulations**”). The current Title X Regulations are attached for reference as Attachment 4

1.2.4 OPA Program Policy Notices (“**Program Notices**”) attached as Attachment 5;

1.2.5 The Partnership’s Title X Program Standards and Policy Manual (the “**Manual**”), attached as Attachment 6;

1.2.6 The Title X Program Priorities and Key Issues for the applicable year (the “**Priorities and Key Issues**”), attached as Attachment 7; and

1.2.7 All other applicable federal and State laws and regulations.

1.3 Related Preventive Health Services. The Contractor will ensure clients have access to related and other preventive health services on-site or by referral (“**Related Preventative Health Services**”). Related Preventive Health Services are beneficial to reproductive health, are closely linked to family planning services, and are appropriate to deliver in the context of a family planning visit but do not contribute directly to achieving or preventing pregnancy: examples include breast and cervical cancer screening, screening for lipid disorders, skin cancer, colorectal cancer, or osteoporosis. The Contractor’s employees and agents will be trained and equipped to offer these services onsite or by referral.

1.4 Subcontractors. The Contractor will submit a list of any subcontractors and/or independent consultants providing Family Planning Services within 30 days of the execution of this Contract or the subsequent engagement of any subcontractor(s) and/or independent consultant(s). Each will be attached as Attachment 8. All subcontractors and/or consultants must be insured, as required herein, and comply with Title X, the Title X Regulations, the Manual, Program Notices, and any other applicable laws and requirements.

ARTICLE II REIMBURSEMENT

2.1 Reimbursement. The Partnership will reimburse a portion of the Contractor’s Budget for properly documented and allowable costs to provide the Family Planning Services (“**Reimbursement**”). The total Reimbursement payments by the Partnership will not exceed **\$469,000** (“**Reimbursement Award**”). Notwithstanding the foregoing, if Contractor has complied with all provisions of this Contract and Partnership receives additional discretionary funds through DHHS, Partnership may, in its sole discretion and upon written notice to Contractor, pay Contractor a one-time supplementary award in addition to the Reimbursement Award (“**Supplementary Award**”). The Contractor will not receive any Reimbursement until it identifies in writing and submits to the Partnership the source and allocation of an additional **\$331,226** (“**Contractor Contribution**”) to satisfy its Budget. An amendment to the Contract is not required for the Partnership to provide Contractor with the Supplementary Award, and the amount of the Supplementary Award may be provided to Contractor in the form of a reduction in Contractor Contribution without an amendment. The Contractor Contribution must: (i) be from non-Federal funds; (ii) be allowable by Federal regulations; (iii) cannot be used by more than one project; and (iv) must be auditable. The Contractor Contribution may include third party payments for Family Planning Services and patient collection fees, donations, local and State government contributions, agency in-kind and agency contributions. Reimbursement is contingent on: (i) the Contractor’s satisfactory performance of the Family Planning Services and terms of this Contract, which determination will be in the Partnership’s sole

discretion; and (ii) the Partnership's receipt of monies from DHHS in the amount specified in the Notice of Grant Award for the applicable funding period.

2.1.1 Reduction of Reimbursement Award. If Contractor provides Family Planning Services for less than 100%, but at least 90% of the unduplicated clients anticipated in the AFHP Agency Health Center Report, the Contractor will earn the full Reimbursement Award, provided that the Contractor Contribution are expended in full and that the Contractor's total Title X family planning revenue equals the total cost of providing the Family Planning Services. If the Contractor serves less than 90% of the unduplicated clients anticipated in the AFHP Agency Health Center Report, the base Reimbursement will be reduced by **\$125** for each client below the 90% threshold.

2.2 Reporting and Reimbursement Procedure. On a monthly or quarterly basis, the Contractor will submit the Arizona Family Health Partnership Request for Title X Contract Funds Form (the "**Reimbursement Request**") to the Partnership, indicating the total funds used during that period. The Reimbursement Request is attached as Attachment 9. Within 30 days of receipt and approval of the Reimbursement Request and quarterly financial report as described in 2.2.2 by the Partnership, the Partnership will pay the Reimbursement. If the Contractor fails to deliver the Reimbursement Request or the following reports at the appropriate times, or otherwise comply with the terms of this Contract, the Partnership may, upon reasonable notice, suspend Reimbursement until such reports are delivered to and approved by the Partnership:

2.2.1 Encounter Data Report. The Contractor will submit encounter data through the Partnership's Centralized Data System (CDS) on at least a monthly basis, 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, as defined in the Manual.

2.2.2 Financial Reports. The Contractor will submit monthly or quarterly financial reports through the Partnership's Program Information Management System (PIMS). The Contractor will furnish the Partnership with reports of its revenues and costs by the 25th of the month following the end of each calendar quarter. If the 25th falls on a weekend or holiday, the report will be due on the next business day.

2.2.3 Ad Hoc Reports. The Contractor will submit additional statistical or program information as requested or required by DHHS.

2.3 Limitations on use of Reimbursement. The Contractor will not use Reimbursement for any costs disallowed by Title X, the Partnership, DHHS, or other appropriate federal officials ("**Disallowed Costs**"), which may include but are not limited to:

2.3.1 Costs to perform abortions or to supplant any funds used to perform abortion;

2.3.2 Encouraging, promoting or advocating abortion as a method of family planning;

2.3.3 Costs to perform sterilization or to supplant any fund used to perform sterilization;

2.3.4 Indirect costs over 10% of the total program direct cost. (To charge indirect costs, the Contractor must submit a current Federally approved Indirect Rate letter or be limited to the minimis indirect cost rate defined in CFR 200.414);

2.3.5 Salaries over the current Executive Level II of the Federal Executive Pay Scale. For the purposes of the salary limitation, the direct salary is exclusive of fringe benefits and indirect costs. An individual's direct salary is not constrained by the legislative provision for a limitation of salary. A Contractor may pay an individual's salary amount in excess of the salary cap with non-federal funds.

2.3.6 Those used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislative itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself;

2.3.7 Costs for salary or expenses of any Grant or Contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulations administrative Actions, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for formal and recognized executive-legislative relationships or participation by any agency or office of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government; or

2.3.8 Advocating or promoting gun control.

2.4 Return of Disallowed Costs and Appeal. If the Partnership determines that the Contractor has spent Reimbursement funds on Disallowed Costs, the Contractor will remit to the Partnership any such amounts. If the Contractor fails to remit such amounts within 30 days of notice of the Disallowed Costs from the Partnership, the Partnership may offset such amount against future funding obligations by the Partnership or take other action available to it under law to reclaim such amount. If DHHS disallows any cost incurred by the Contractor under this Contract, at the Contractor's request, the Partnership may pursue appropriate administrative appeals to DHHS. In the event the Partnership elects to pursue such administrative appeals, the Contractor will pay into an escrow account such amount as the Partnership deems appropriate to cover the Disallowed Costs and appeal costs, including attorney's fees and interest penalties. The Contractor agrees to cooperate fully with the Partnership in providing documentation and other supporting material relevant to such a determination. If applicable, payment of questioned costs may be withheld from Reimbursement until the questions are resolved. The Partnership will make Reimbursement of all otherwise properly documented and allowable costs not in question.

2.5 Reallocation. Should the Contractor fail to expend its Reimbursement Award, the Partnership may reallocate the Reimbursement Award to ensure that funds are expended efficiently. The Partnership will review the Contractor's Budget at the beginning of the last quarter of the Term, and upon determination that the Reimbursement Award is not being expended efficiently or will not be expended fully during the Term, the Partnership may, in its sole discretion, reallocate all or a portion of the remaining Reimbursement Award to another organization. The Contractor may not carry over any non-obligated portions of its Reimbursement Award to the next grant or contract period.

ARTICLE III THE CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the Partnership the matters set forth in this Article III.

3.1 Title X System. The Contractor has had the opportunity to review the Title X Regulations and Manual, and fully understands the Partnership's and Title X requirements for receiving Reimbursement. Contractor has also reviewed the Program Priorities and Key Issues. The Contractor has a system in place to meet these requirements, including a financial management system that is able to effectively segregate Reimbursement funds, revenue, and expenses.

3.2 Debarment and Suspension. The Contractor's employees and sub-contractors, its current and future subcontractors and their principals: (i) 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, any state department or agency, in accordance with federal regulations (53 Fed. Reg. 19161-19211) or has been so within the preceding three (3) year period; (ii) have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default; and (iii) in the event any employee or sub-contractor of the Contractor's is debarred, suspended, or proposed for debarment, the Contractor must immediately notify the Partnership in writing.

3.3 HIPAA Compliance. The 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 is neither a Covered Entity nor business associate under HIPAA; however, the Partnership acknowledges that it is subject to the privacy and security requirements imposed on Grantees by the Department of Health and Human Services under the Title X Program. In the event of a "breach" requiring notification under A.R.S. § 18-552, AFHP will notify Contractor of the breach of Contractor's data promptly, and in all cases, within 45 days of discovering the breach.

3.4 Conflict of Interest. This Contract does not create a conflict of interest, under any statute or rule of any governing jurisdiction, between the Contractor's officers, agents or employees and the Partnership. The provisions of ARS § 38-511 apply.

3.5 Equal Opportunity. The Contractor is an Equal Employment Opportunity employer in accordance with the requirements of 41 CFR § 60-1.4(a), 60-250.5, 60-300.5(a), 60-741.5(a) and 29 CFR § 471, Appendix A to Subpart A, if applicable.

ARTICLE IV COVENANTS

4.1 Compliance with Laws, Regulations, and Manual. The Contractor will abide by the requirements of Title X, the Title X Regulations, the Manual, and Program Notices, which are incorporated as material terms of this Contract. As a recipient of federal funds, the Contractor is also required comply with other laws and regulations. The following is a non-exclusive list of other laws and regulations by which the Contractor will abide:

4.1.1 The Contractor's purchase, use and disposition of property, equipment and supplies is governed by, 2 CFR Part 200.310–316 and 45 CFR Part 75.317-323, as applicable, and related DHHS policies;

4.1.2 The Transparency Act (2 CFR Part 170);

4.1.3 2 CFR Part 200 or 45 CFR 75 (DHHS Grants Administration regulations), as applicable;

4.1.4 United States Generally Accepted Accounting Principles (“U.S. GAAP”);

4.1.5 The Consolidated Appropriations Act, 2020 (Public Law 116-93), enacted December 20, 2019, and all subsequent Continuing Resolutions;

4.1.6 All applicable laws, ordinances, and codes of the state of Arizona and local governments in the performance of the Contract, including all licensing standards and all applicable professional standards; and

4.1.7 Requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104).

4.2 Licenses. The Contractor and each of its employees, agents and subcontractors will 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 the Family Planning Services.

4.3 Status of the Contractor and Conflict of Interest. The Contractor, its agents and employees, including its professional and nonprofessional personnel, in the performance of this Contract, will act in an independent capacity and not as officers, employees or agents of the Partnership. The Contractor will 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. The Contractor will 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. The Contractor’s officers, agents, or employees will not deploy themselves so as to receive multiple payments from the Partnership or otherwise manipulate the assignment of personnel or tasks so as to unnecessarily increase payments to the Contractor or its officers, agents or employees.

4.4 Retention of and Access to Records; Audit.

4.4.1 The Contractor will maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to this Contract for a period of at least three (3) years from the date of the Partnership submission of the annual financial report covering the Reimbursement awarded hereunder, or such other period as may be specifically required by 2 CFR Part 200.333 and 45 CFR Part 75.361, as applicable. If an audit, litigation, or other action involving the records is started before the end of the three (3) year period, The Contractor will maintain such records until the audit, litigation, or other action is completed, whichever is later. Client medical records must be retained in accordance with state and federal regulations.

4.4.2 The Contractor will make available to the Partnership, DHHS, The Comptroller General, or any other of their duly authorized representatives, upon appropriate notice, such books, records, reports, documents, and papers that are pertinent to the award for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to the Contractor’s facility and to the Contractor’s personnel for interview and discussion related to such documents. The Contractor will, upon request, transfer certain records to the custody of the Partnership or DHHS.

4.4.3 The Contractor agrees to permit the Partnership and/or DHHS to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of services delivered under this Contract and to assess the Contractor's compliance with applicable legal and programmatic requirements. If the Partnership identifies and notifies the Contractor of the Contractor's non-compliance with the terms of this Contract, or in providing the Family Planning Services, the Partnership will notify the Contractor of such deficiencies. The Partnership, in its sole discretion, may offer to provide technical assistance to the Contractor to correct or eliminate such deficiencies. Additionally, the Partnership may grant the Contractor a reasonable time period to correct or eliminate such deficiencies; provided that in no case will the time allowed exceed twelve (12) months from the day of notice of the deficiency.

4.4.4 At the end of each of the Contractor's fiscal years, the Contractor will have an external audit performed, including of its Reimbursement, in accordance with the provisions of OMB Circular A-133 for a single audit, if applicable, and U.S. GAAP. For Contractors required to complete a Single Audit, expended Title X funds must be reported on the Schedule of Expenditures of Federal Awards (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number 93.217. Non-governmental contractors Audit will be conducted in accordance with 2 CFR part 200 sub Part F. The Contractor will provide to the Partnership the Contractor's financial statements and auditors' reports within 30 days of receipt of such reports, but in no case later than nine months following the Contractor's fiscal year-end. The audit package submitted to the 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. If a corrective action plan is required, the Partnership reserves the right to request additional information regarding the corrective action plan, if any. The Contractor agrees to promptly implement such corrective action plan, including any recommendation made by the Partnership.

4.5 Litigation. The Contractor will notify the Partnership within 30 days of notice of any litigation, claim, negotiation, audit or other action involving the Family Planning Services or Reimbursement, occurring during the Term or within four (4) years after the expiration of the Term. The Contractor will retain any records until the completion of such action and the resolution of all issues arising from or relating to such action, or four (4) years after the end of the Term, whichever is later.

4.6 Property Records. The Contractor will maintain adequate records of any property, inventory, and maintenance procedures for items purchased with Reimbursement funds. The 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 the Contractor, or failure to secure appropriate insurance, or noncompliance with property management regulations, or instructions of the Partnership or DHHS. The Partnership may require the transfer of property acquired with funds awarded under this Contract as provided for in 2 CFR Part 200.312 and 45 CFR 75.319. Records for real property and Equipment acquired with the Reimbursement will be retained for three (3) years after the final disposition. For the purpose of this Contract, "**Equipment**" is defined as any item purchased with Title X Award funds with a useful life of more than one (1) year with a per unit acquisition cost of \$5,000 or more, unless the Contractor uses a lower limit. If required by the Partnership, Contractor shall submit a list with the required elements from CFR Part 200.313 and 45 CFR part 75.320, as applicable, of all such Equipment to the Partnership.

4.7 340B Drug Pricing Program. If the Contractor enrolls in the 340B Drug Pricing Program, the Contractor must comply with all 340B program requirements. The Contractor may be subject to audit

at any time regarding 340B program compliance. 340B program requirements are available at <http://www.hrsa.gov/opa/programrequirements/>, and incorporated herein by this reference.

4.8 Required Meetings. The Contractor must participate in three (3) meetings with the Partnership held during the Term of this Contract. The Contractor's staff attending such meetings must be persons with managerial responsibilities related to the Contract. Additionally, one family planning clinician must attend a clinician training that will coincide with one of the meetings.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 Insurance. The Contractor will procure, maintain, and provide proof of coverage of: (i) a Medical Malpractice Professional Liability Insurance Policy and such policy will be written on an occurrence basis in the minimum amount of \$1,000,000 for all medical provider employees and subcontractors and consultants, unless the Contractor qualifies for such insurance pursuant to Section 5.2; (ii) General Liability coverage of at least \$1,000,000 per occurrence and \$3,000,000 Annual aggregate against general liability endorsed for premises-operations, products/completed operations, contractual, property damage, and personal injury liability; (iii) Workers compensation in accordance with applicable law; and (iv) Fidelity coverage adequate to protect against loss due to employee dishonesty of at least \$5,000. The Contractor will provide certificates indicating the proof of such insurance and incorporate them as Attachment 10. The insurance policies referred to above must name the Partnership as an additional insured under each policy. The Contractor will promptly provide the Partnership with written notice of any ineligibility determination, suspension, revocation or other action or change relevant to the insurance requirements set forth above. The Contractor may provide all or a portion of the required coverage through programs of self-insurance as allowed by law.

5.2 FTCA Status. If applicable as a Federally Qualified Health Center ("**FQHC**"), the Contractor has been deemed eligible and approved for medical malpractice liability protection through the Federal Tort Claims Act (FTCA), pursuant to the Federally Supported Centers Assistance Act of 1992 and 1995. The Contractor must remain in deemed status during the Term of this Contract. Should the Contractor lose its designation as an FQHC or lose its deemed status during the Term, the Contractor must immediately secure Professional Liability Malpractice Insurance as required by Section 5.1, and must provide a copy of the insurance certificates confirming such insurance protection.

5.3 Indemnification. To the extent allowed under Arizona law, the Contractor will indemnify, defend, save, and hold harmless the Partnership and its officers, officials, agents, and employees (hereinafter referred to as "**Indemnatee**") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "**Claims**") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the Parties that the Indemnatee will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Contractor from and against any and all Claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. To the extent permitted by law, the Contractor agrees to reimburse the Partnership for any monies which the 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 the Contractor to perform in accordance with this Contract or, local, state, or federal

laws and regulations. The Partnership will appropriately invoice or file a Claim with the Contractor for any such reimbursement by the Contractor, and the Contractor will have opportunity to review, and protest when appropriate, the Claim prior to making any timely reimbursement to the Partnership. The indemnification provided herein will survive the termination of this Contract.

ARTICLE VI TERMINATION AND AMENDMENT

6.1 Termination of Contract. This Contract will terminate on the last date discussed in Section 1.1, unless earlier terminated pursuant to the terms of this Section. Upon termination: (i) the Contractor will return to the Partnership any unencumbered balance of cash disbursed under this Contract; and (ii) all nonexpendable personal property, finished or unfinished documents, data, studies, and reports purchased or prepared by the Contractor under this Contract will, at the option of the Partnership, become the Partnership's property or be disposed of in accordance with the Partnership's procedures or instructions. Final payment to the Contractor, if applicable, is contingent upon the Contractor completing closeout procedures as detailed in the Partnership's Delegate Closeout Checklist, as defined in the Manual.

6.1.1 Termination by the Contractor. If the Contractor is unable or unwilling to comply with additional conditions as may be lawfully imposed on the Contractor, the Contractor may terminate this Contract by giving written notice to the Partnership signifying the effective date thereof. The Contractor may terminate this Contract for any other reason by providing the Partnership with at least 90 days written notice. In the event the Contractor terminates this Contract, the Contractor will be entitled to compensation for any un-reimbursed expenses necessarily incurred in satisfactory performance of this Contract.

6.1.2 Termination by the Partnership. The Partnership may terminate this Contract or suspend Reimbursement, in whole or in part, in the event the Contractor: (i) fails to fulfill in a timely and proper manner its obligations under this Contract; or (ii) violates any of the covenants, agreements, or stipulations of this Contract, by providing the Contractor written notice of termination specifying the date of termination. The Partnership may give the Contractor an opportunity to cure deficiencies by providing a cure period, of at least 10 days, in any notice of termination. If the Partnership does not provide a cure period or if Contractor does not cure all deficiencies within the time specified by the Partnership, the Contract will be terminated. Despite any termination hereunder, the Contractor will not be relieved of liability to the Partnership for damages sustained by the Partnership by virtue of any material breach of this Contract by the Contractor. The Partnership may withhold any reimbursement to the Contractor for the purpose of offset until such time as the exact amount of damages, if any, due the Partnership from the Contractor is agreed upon or otherwise determined.

6.1.3 Termination or Reduction of DHHS Funding. The Partnership has been informed by DHHS that the Grant provides funding for the Term. However, in the event any DHHS funding is reduced, terminated or otherwise negatively altered (including any change or limitation upon whom the Partnership may pay or distribute monies to under this Contract), whether before or after this Contract is effective, the Partnership may terminate this Contract in whole or in part by providing the Contractor a written notice of termination. The effective Contract termination date will be the date such DHHS funding is reduced, terminated or otherwise negatively altered ("***DHHS Funding Termination Date***"). Notwithstanding anything in this Contract to the contrary, if the Contract is terminated because of the foregoing, the Partnership is relieved of all obligations under the Contract. Termination of this Contract hereunder will not be deemed a breach of this Contract by the Partnership.

6.1.4 Termination due to Non-Appropriation. Notwithstanding any other provisions in this Contract, this Contract may be terminated by the Partnership if the Contractor's governing body does not appropriate the Contractor Contribution or other sufficient monies to provide the Family Planning Services. In such an event, the Contractor will notify the Partnership of its inability to appropriate the requisite funds and the Partnership may, at its discretion, terminate this Contract.

6.2 Amendment. The Contract, together with Attachments referenced herein, fully expresses all understanding of the Parties concerning all matters covered and will 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, will be valid unless made in a writing that is formally approved and executed by the Parties or made pursuant to the following procedures:

6.2.1 If the Partnership obtains additional Grant funding for periods after the expiration of the Term, the Contractor may request to extend the Term by updating the annual application forms and submit them through the Partnership's Program Information Management System (PIMS). Any extension of the Term will be mutually agreed on by the Parties, in writing.

6.2.2 The Contractor may make changes to staff and location of its Family Planning services, provided that the Contractor will notify the Partnership, in writing as soon as possible for staff changes and within 30 working days of any changes or closures of a Title X clinic site location.

6.2.3 The Contractor must submit written requests for any change in the Family Planning Services including, but not limited to, AFHP Agency Health Center Report, Client Data Summary, and Budget. The Partnership will determine whether changes require Contract revision or amendment.

6.2.4 The Contractor must submit Budget modification requests within 30 days for prior approval by the Partnership in the following instances: (i) The Contractor requires allocations of additional funds beyond the specified base amount; (ii) the Contractor wishes to reduce the Reimbursement Award; and (iii) the Contractor provides changes to the Budget representing a variance of 10% of any individual Budget category.

6.2.5 Changes in policies, procedures, and/or forms related to the Family Planning Services must be submitted in writing to the Partnership for approval prior to implementation.

6.2.6 Within 15 days of change, the Contractor must notify Partnership of changes in key clinical or management personnel, including administrative officers and Family Planning Services program directors.

6.2.7 Partnership's exercise of Supplementary Award pursuant to Section 2.1 does not require an amendment to this Contract.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Nonexclusivity. That this Contract is nonexclusive in nature, and the Partnership retains the authority to contract with other Parties for the delivery of Family Planning Services in the Contractor's geographic area.

7.2 Governing Law. Any action relating to this Contract will be brought in a court of the State of Arizona in the county in which the Family Planning Services are provided, unless otherwise prohibited by prevailing federal law. Any changes in the governing laws, rules and regulations that do not materially affect the Contractor's obligation under the Contract during the Term will apply but do not require an amendment.

7.3 Intangible Property and Copyright. The Contractor will ensure that publications developed while providing the Family Planning Services do not contain information that is contrary to Title X, the Manual, or to accepted clinical practice. Federal and Partnership grant support must be acknowledged in any publication. The Contractor will obtain pre-approval from the Partnership for publications resulting from activities conducted under this Contract. The 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 will be subject to a royalty-free, non-exclusive, and irrevocable right of the Government and the Partnership to reproduce, publish, or otherwise use such materials for Federal or the Partnership purposes and to authorize others to do so, as allowed by law.

7.4 Dispute Resolution. The Parties will first attempt to resolve any dispute arising under this Contract by informal discussion between the Parties, subject to good cause exceptions, including, but not limited to, disputes determined by either Party to require immediate relief (i.e., circumstances which may result in a misappropriation of the Reimbursement). Any dispute that has not been resolved by informal discussions between the Parties within a reasonable period of time after the commencement of such discussions (not to exceed 30 days), may be resolved by any means available.

7.5 Notice. All notices required or permitted to be given hereunder will be given in writing and will be deemed to have been given when sent by certified or registered mail, postage prepaid, return receipt requested.

Notices to the Partnership will be addressed to:
Chief Executive Officer
Arizona Family Health Partnership
3101 N. Central Avenue
Suite 1120
Phoenix, Arizona 85012

Notices to the Contractor will be addressed to:
Tascha Spears, Ph.D., M.Sc., RN
Director
Pinal County Public Health Services District
971 N. Jason Lopez Circle, Building D
Florence, AZ 85132

Either Party may change its address for notices by giving written notice of such change to the other Party.

7.6 Severability. If any provision of this Contract is declared void or unenforceable, such provision will be deemed severed from this Contract, which will otherwise remain in full force and effect. If any provision of this Contract is declared void or unenforceable, the Parties will engage in good faith efforts to renegotiate such provision in a manner that most closely matches the intent of the provision without making it unenforceable.

7.7 No Third-Party Beneficiary. This Contract was created by the Parties solely for their benefit and is not intended to confer upon any person or entity other than the Parties any rights or remedies hereunder.

7.8 Waiver. Performance of any obligation required of a Party hereunder may be waived only by a written waiver signed by the other Party, which waiver will be effective only with respect to the specific obligations described herein. The waiver of a breach of any provisions will not operate or be construed as a waiver of any subsequent breach.

7.9 Execution. This Contract will 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. This Contract may be executed in two or more identical counterparts, by manual or electronic signature.

IN WITNESS WHEREOF, the Parties have each caused an authorized representative to execute and deliver this Contract on the Date provided below.

CONTRACTOR:

PARTNERSHIP:

Signature

Stephen Q. Miller

Chairman

Pinal County Public Health Services District

86-6000556

Contractor ID Number (EIN)

Nine Digit DUNS#: 074447095

DUNS Registered Name: County of Pinal

Date

Signature

Brenda L. Thomas, MPA

Chief Executive Officer

Arizona Family Health Partnership

Date



AFHP AGENCY HEALTH CENTER REPORT

Agency Name : Pinal County Public Health Services District
Grant Name: ARIZONA GRANT
Revised Date : 04/05/2021
Date : 04/06/2021

Name	Address	Office Hours	Clinic Hours	Number of Clients	Status	Applied Years
San Tan Valley	Address : 36235 North Gantzel Road City : San Tan Valley State : Arizona ZipCode : 85142 Phone Number : 8669600633	Monday - 08:00 AM to 06:00 PM Tuesday - 08:00 AM to 06:00 PM Wednesday - 08:00 AM to 06:00 PM Thursday - 08:00 AM to 06:00 PM	Tuesday - 08:00 AM to 06:00 AM	618	Opened	2014, 2015, 2016, 2017, 2018, 2023, April 2019-March 2020, April 2020-March 2021, April 2021-March 2022, Sept 2018-March 2019
Maricopa	Address : 41600 West Smith-Enke Road, Building 15 City : Maricopa State : Arizona ZipCode : 85138 Phone Number : 8669600633	Tuesday - 08:00 AM to 06:00 PM Wednesday - 08:00 AM to 06:00 PM Thursday - 08:00 AM to 06:00 PM Friday - 08:00 AM to 06:00 PM	Tuesday - 08:00 AM to 06:00 PM	383	Opened	2014, 2015, 2016, 2017, 2018, 2022, 2023, April 2019-March 2020, April 2020-March 2021, April 2021-March 2022, Sept 2018-March 2019

Mammoth	Address : 110 Main Street City : Mammoth State : Arizona ZipCode : 85618 Phone Number : 8669600633	Thursday - 08:00 AM to 06:00 PM Friday - 08:00 AM to 06:00 PM	Friday - 08:00 AM to 06:00 PM	42	Opened	2014, 2015, 2016, 2017, 2018, 2023, April 2019-March 2020, April 2020-March 2021, April 2021-March 2022, Sept 2018-March 2019
Eloy	Address : 302 East 5th Street City : Eloy State : Arizona ZipCode : 85131 Phone Number : 8669600633	Tuesday - 08:00 AM to 06:00 PM Wednesday - 08:00 AM to 06:00 PM	Wednesday - 08:00 AM to 06:00 PM	79	Opened	2014, 2015, 2016, 2017, 2018, 2020, 2023, April 2019-March 2020, April 2020-March 2021, April 2021-March 2022, Sept 2018-March 2019
Coolidge	Address : 119 West Central City : Coolidge State : Arizona ZipCode : 85128 Phone Number : 8669600633	Thursday - 08:00 AM to 06:00 PM Friday - 08:00 AM to 06:00 PM	Friday - 08:00 AM to 06:00 PM	175	Opened	2014, 2015, 2016, 2017, 2018, 2023, April 2019-March 2020, April 2020-March 2021, April 2021-March 2022, Sept 2018-March 2019
Casa Grande	Address : 820 East Cottonwood Lane, Building E City : Casa Grande State : Arizona ZipCode : 85122 Phone Number : 8669600633	Monday - 08:00 AM to 06:00 PM Tuesday - 08:00 AM to 06:00 PM Wednesday - 08:00 AM to 06:00 PM Thursday - 08:00 AM to 06:00 PM Friday - 08:00 AM to 06:00 PM	Monday - 08:00 AM to 06:00 PM Tuesday - 08:00 AM to 06:00 PM Wednesday - 08:00 AM to 06:00 PM Thursday - 08:00 AM to 06:00 PM	1562	Opened	2014, 2015, 2016, 2017, 2018, 2023, April 2019-March 2020, April 2020-March 2021, April 2021-March 2022, Sept 2018-March 2019

Apache Junction	Address : 575 North Idaho Street, Suite 301 City : Apache Junction State : Arizona ZipCode : 85119 Phone Number : 8669600633	Tuesday - 08:00 AM to 06:00 PM Wednesday - 08:00 AM to 06:00 PM Thursday - 08:00 AM to 06:00 PM Friday - 08:00 AM to 06:00 PM	Wednesday - 08:00 AM to 06:00 PM Thursday - 08:00 AM to 06:00 PM Friday - 08:00 AM to 06:00 PM	893	Opened	2014, 2015, 2016, 2017, 2018, 2023, April 2019-March 2020, April 2020-March 2021, April 2021-March 2022, Sept 2018-March 2019
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Agency Health Center Proposed Service Report

Level of service provided : 1=Service Provided, 2=Referral Provided, 3=Service Not Provided & Referral Not Provided.

Grant Name : ARIZONA GRANT

Proposed Year : April 2021-March 2022

Services	Apache Junction	Casa Grande	Coolidge	Eloy	Mammoth	Maricopa	San Tan Valley
1) Family Planning Services							
1. Client Education and Counseling							
1.1. Pregnancy Prevention	1	1	1	1	1	1	1
1.2. Pregnancy Achievement	1	1	1	1	1	1	1
2. Family Planning Methods							
2.1. Male Condom	1	1	1	1	1	1	1
2.2. Oral Contraceptives	1	1	1	1	1	1	1
2.3. Injectables (Depo-Provera)	1	1	1	1	1	1	1
2.4. IUD without Hormones (ParaGard)	1	1	1	1	1	1	1
2.5. IUD with Hormones (Mirena, Skyla, Liletta, Kyleena)	1	1	1	1	1	1	1
2.6. Vaginal Ring (NuvaRing)	2	2	2	2	2	2	2
2.7. Emergency Contraception	1	1	1	1	1	1	1
2.8. Patch	2	2	2	2	2	2	2

2.9. Spermicide (Foams, Films, Suppositories)	1	1	1	1	1	1	1
2.10. Cervical Cap/Diaphragm	2	2	2	2	2	2	2
2.11. Sponge	2	2	2	2	2	2	2
2.12. Female Condom	1	1	1	1	1	1	1
2.13. Natural Family Planning (Fertility Awareness Based Methods)	1	1	1	1	1	1	1
2.14. Lactational Amenorrhea	1	1	1	1	1	1	1
2.15. Sexual Risk Avoidance (Abstinence Education)	1	1	1	1	1	1	1
2.16. Implant (Nexplanon)	1	1	1	1	1	1	1
2) Pregnancy Testing and Counseling as Indicated	1	1	1	1	1	1	1
3) Basic Infertility Services for Men							
1. Sexual History	1	1	1	1	1	1	1
2. Medical History/Family History	1	1	1	1	1	1	1
3. Reproductive History	1	1	1	1	1	1	1
4. Physical Exam	1	1	1	1	1	1	1
5. Semen Analysis	2	2	2	2	2	2	2
6. Further Diagnosis	2	2	2	2	2	2	2
4) Basic Infertility Services for Women							
1. Sexual History	1	1	1	1	1	1	1
2. Medical History/Family History	1	1	1	1	1	1	1
3. Reproductive History	1	1	1	1	1	1	1
4. Physical Exam	1	1	1	1	1	1	1
5. Further Diagnosis	2	2	2	2	2	2	2
5) Preconception Health Screening, Counseling and Education							
1. Intimate Partner Violence	1	1	1	1	1	1	1
2. Alcohol And Other Drug Use	1	1	1	1	1	1	1
3. Tobacco Use	1	1	1	1	1	1	1
4. Immunization Status	1	1	1	1	1	1	1

5. BMI	1	1	1	1	1	1	1
6. Blood Pressure	1	1	1	1	1	1	1
7. Diabetes	1	1	1	1	1	1	1
8. Prenatal vitamins/Folic Acid supplements	1	1	1	1	1	1	1
6) Sexually Transmitted Infection Testing							
1. Chlamydia	1	1	1	1	1	1	1
2. Gonorrhea	1	1	1	1	1	1	1
3. Syphilis	1	1	1	1	1	1	1
4. Herpes	1	1	1	1	1	1	1
5. Hepatitis C for High Risk Populations	2	2	2	2	2	2	2
6. HIV	1	1	1	1	1	1	1
7) Sexually Transmitted Infection Treatment							
1. Chlamydia	1	1	1	1	1	1	1
2. Gonorrhea	1	1	1	1	1	1	1
3. Syphilis	1	1	1	1	1	1	1
4. Herpes	1	1	1	1	1	1	1
5. Hepatitis C for High Risk Populations	2	2	2	2	2	2	2
6. HIV	2	2	2	2	2	2	2
8) Related Preventive Health Services							
1. Clinical Breast Exam as Indicated	1	1	1	1	1	1	1
2. Pelvic Exam as Indicated	1	1	1	1	1	1	1
3. Cervical Cytology with HPV Testing as Indicated	1	1	1	1	1	1	1
4. Genital Exam as Indicated	1	1	1	1	1	1	1
5. HPV Vaccine	1	1	1	1	1	1	1
9) Other Preventive Health Services							
1. PrEP/PEP Services	2	2	2	2	2	2	2
2. Depression Screening	2	2	2	2	2	2	2



AFHP AGENCY HEALTH CENTER CLIENT DATA SUMMARY REPORT

April 2021-March 2022 CLIENT DATA - SUMMARY

Agency Name: Pinal County Public Health Services District - ARIZONA GRANT
Health Center Name: Apache Junction
Name of Person filling out form: Genevieve
Date: 04/06/2021
Revision Date: 04/05/2021

Title X Family Planning Users:

Unduplicated Female Users : 649
 Unduplicated Male Users : 244
****Total Unduplicated Females & Males : 893**

Adolescent Family Planning Users: (included in Unduplicated Female and Male Users)

19 years and under : 121
 Total Unduplicated Teens : 121

Income Status: Poverty Level Income Percent

At or below 100% of FPL : 773
 Between 101 and 138% : 40
 Between 139 and 200% : 36
 Between 201 and 250% : 13
 At or above 251% : 31
****Total Unduplicated clients by FPL % : 893**

<u>Total Number of Visits by CPT Code</u>	<u>Females</u>	<u>Males</u>	<u>Total</u>
99201	11	8	19
99202	48	52	100
99203	98	36	134
99204	10	3	13
99205			
99211	91	25	116
99212	90	40	130
99213	369	86	455
99214	50	3	53
99215			
Total Number of Client Visits*:	767	253	1020

* Duplicated clients numbers are okay

**Must be the same number between **Total Unduplicated Females & Males with **Total Unduplicated clients by FPL %

FPL = Federal Poverty Level



AFHP AGENCY HEALTH CENTER CLIENT DATA SUMMARY REPORT

April 2021-March 2022 CLIENT DATA - SUMMARY

Agency Name: Pinal County Public Health Services District - ARIZONA GRANT
Health Center Name: Casa Grande
Name of Person filling out form: Genevieve
Date: 04/06/2021
Revision Date: 04/05/2021

Title X Family Planning Users:

Unduplicated Female Users : 1271
 Unduplicated Male Users : 291
****Total Unduplicated Females & Males : 1562**

Adolescent Family Planning Users: (included in Unduplicated Female and Male Users)

19 years and under : 388
 Total Unduplicated Teens : 388

Income Status: Poverty Level Income Percent

At or below 100% of FPL : 1362
 Between 101 and 138% : 76
 Between 139 and 200% : 64
 Between 201 and 250% : 23
 At or above 251% : 37
****Total Unduplicated clients by FPL % : 1562**

<u>Total Number of Visits by CPT Code</u>	<u>Females</u>	<u>Males</u>	<u>Total</u>
99201	16	2	18
99202	101	68	169
99203	176	75	251
99204	15	2	17
99205			
99211	178	26	204
99212	241	85	326
99213	583	98	681
99214	42	8	50
99215			
Total Number of Client Visits*:	1352	364	1716

* Duplicated clients numbers are okay

**Must be the same number between **Total Unduplicated Females & Males with **Total Unduplicated clients by FPL %

FPL = Federal Poverty Level



AFHP AGENCY HEALTH CENTER CLIENT DATA SUMMARY REPORT

April 2021-March 2022 CLIENT DATA - SUMMARY

Agency Name: Pinal County Public Health Services District - ARIZONA GRANT
Health Center Name: Coolidge
Name of Person filling out form: Genevieve
Date: 04/06/2021
Revision Date: 04/05/2021

Title X Family Planning Users:

Unduplicated Female Users : 132
 Unduplicated Male Users : 43
****Total Unduplicated Females & Males : 175**

Adolescent Family Planning Users: (included in Unduplicated Female and Male Users)

19 years and under : 33
 Total Unduplicated Teens : 33

Income Status: Poverty Level Income Percent

At or below 100% of FPL : 151
 Between 101 and 138% : 11
 Between 139 and 200% : 8
 Between 201 and 250% : 3
 At or above 251% : 2
****Total Unduplicated clients by FPL % : 175**

<u>Total Number of Visits by CPT Code</u>	<u>Females</u>	<u>Males</u>	<u>Total</u>
99201	4	2	6
99202	7	10	17
99203	39	13	52
99204	3	3	6
99205			
99211	28	2	30
99212	31	7	38
99213	105	26	131
99214	6	1	7
99215			
Total Number of Client Visits*:	223	64	287

* Duplicated clients numbers are okay

**Must be the same number between **Total Unduplicated Females & Males with **Total Unduplicated clients by FPL %

FPL = Federal Poverty Level



AFHP AGENCY HEALTH CENTER CLIENT DATA SUMMARY REPORT

April 2021-March 2022 CLIENT DATA - SUMMARY

Agency Name: Pinal County Public Health Services District - ARIZONA GRANT
Health Center Name: Eloy
Name of Person filling out form: Genevieve
Date: 04/06/2021
Revision Date: 04/05/2021

Title X Family Planning Users:

Unduplicated Female Users : 66
 Unduplicated Male Users : 13
****Total Unduplicated Females & Males : 79**

Adolescent Family Planning Users: (included in Unduplicated Female and Male Users)

19 years and under : 8
 Total Unduplicated Teens : 8

Income Status: Poverty Level Income Percent

At or below 100% of FPL : 72
 Between 101 and 138% : 2
 Between 139 and 200% : 3
 Between 201 and 250% : 0
 At or above 251% : 2
****Total Unduplicated clients by FPL % : 79**

<u>Total Number of Visits by CPT Code</u>	<u>Females</u>	<u>Males</u>	<u>Total</u>
99201			
99202	9	6	15
99203	10	2	12
99204		1	1
99205			
99211	20		20
99212	31	5	36
99213	32	1	33
99214	1		1
99215			
Total Number of Client Visits*:	103	15	118

* Duplicated clients numbers are okay

**Must be the same number between **Total Unduplicated Females & Males with **Total Unduplicated clients by FPL %

FPL = Federal Poverty Level



AFHP AGENCY HEALTH CENTER CLIENT DATA SUMMARY REPORT

April 2021-March 2022 CLIENT DATA - SUMMARY

Agency Name: Pinal County Public Health Services District - ARIZONA GRANT
Health Center Name: Mammoth
Name of Person filling out form: Genevieve
Date: 04/06/2021
Revision Date: 04/05/2021

Title X Family Planning Users:

Unduplicated Female Users : 38
 Unduplicated Male Users : 4
 **Total Unduplicated Females & Males : 42

Adolescent Family Planning Users: (included in Unduplicated Female and Male Users)

19 years and under : 13
 Total Unduplicated Teens : 13

Income Status: Poverty Level Income Percent

At or below 100% of FPL : 34
 Between 101 and 138% : 3
 Between 139 and 200% : 3
 Between 201 and 250% : 1
 At or above 251% : 1
 **Total Unduplicated clients by FPL % : 42

<u>Total Number of Visits by CPT Code</u>	<u>Females</u>	<u>Males</u>	<u>Total</u>
99201	1		1
99202	3	2	5
99203	2	1	3
99204	1		1
99205			
99211	11	2	13
99212	4		4
99213	23		23
99214	3		3
99215			
Total Number of Client Visits*:	48	5	53

* Duplicated clients numbers are okay

**Must be the same number between **Total Unduplicated Females & Males with **Total Unduplicated clients by FPL %

FPL = Federal Poverty Level



AFHP AGENCY HEALTH CENTER CLIENT DATA SUMMARY REPORT

April 2021-March 2022 CLIENT DATA - SUMMARY

Agency Name: Pinal County Public Health Services District - ARIZONA GRANT
Health Center Name: Maricopa
Name of Person filling out form: Genevieve
Date: 04/06/2021
Revision Date: 04/05/2021

Title X Family Planning Users:

Unduplicated Female Users : 280
 Unduplicated Male Users : 103
****Total Unduplicated Females & Males : 383**

Adolescent Family Planning Users: (included in Unduplicated Female and Male Users)

19 years and under : 70
 Total Unduplicated Teens : 70

Income Status: Poverty Level Income Percent

At or below 100% of FPL : 338
 Between 101 and 138% : 16
 Between 139 and 200% : 13
 Between 201 and 250% : 6
 At or above 251% : 10
****Total Unduplicated clients by FPL % : 383**

<u>Total Number of Visits by CPT Code</u>	<u>Females</u>	<u>Males</u>	<u>Total</u>
99201	8	3	11
99202	12	6	18
99203	68	36	104
99204	2	6	8
99205			
99211	38	12	50
99212	26	6	32
99213	132	39	171
99214	7	1	8
99215			
Total Number of Client Visits*:	293	109	402

* Duplicated clients numbers are okay

**Must be the same number between **Total Unduplicated Females & Males with **Total Unduplicated clients by FPL %

FPL = Federal Poverty Level



AFHP AGENCY HEALTH CENTER CLIENT DATA SUMMARY REPORT

April 2021-March 2022 CLIENT DATA - SUMMARY

Agency Name: Pinal County Public Health Services District - ARIZONA GRANT
Health Center Name: San Tan Valley
Name of Person filling out form: Genevieve
Date: 04/06/2021
Revision Date: 04/05/2021

Title X Family Planning Users:

Unduplicated Female Users : 451
 Unduplicated Male Users : 167
****Total Unduplicated Females & Males : 618**

Adolescent Family Planning Users: (included in Unduplicated Female and Male Users)

19 years and under : 294
 Total Unduplicated Teens : 294

Income Status: Poverty Level Income Percent

At or below 100% of FPL : 430
 Between 101 and 138% : 51
 Between 139 and 200% : 59
 Between 201 and 250% : 21
 At or above 251% : 57
****Total Unduplicated clients by FPL % : 618**

<u>Total Number of Visits by CPT Code</u>	<u>Females</u>	<u>Males</u>	<u>Total</u>
99201	11	4	15
99202	92	98	190
99203	73	13	86
99204	18	3	21
99205			
99211	72	5	77
99212	84	51	135
99213	162	31	193
99214	21	5	26
99215			
Total Number of Client Visits*:	533	210	743

* Duplicated clients numbers are okay

**Must be the same number between **Total Unduplicated Females & Males with **Total Unduplicated clients by FPL %

FPL = Federal Poverty Level



AFHP AGENCY ANNUAL EXPENSES BUDGET REPORT

Agency Name: Pinal County Public Health Services District
 Grant Name: ARIZONA GRANT
 Name of Person filling out form: Genevieve
 Date: 12/15/2020
 Revised Date: 12/11/2020
 Reporting Period: April 1, 2021 - March 31, 2022

Annual Budget Form April 2021-March 2022: Expenses Summary

EXPENSES	April 2020-March 2021 Budget	April 2021-March 2022 Total Program Budget
1. Personnel	\$360832.00	\$374585.25
2. Fringe Benefits	\$111912.00	\$116177.00
3. Travel	\$7088.00	\$5000.00
4. Equipment	\$5000.00	\$5000.00
5. Supplies	\$175560.00	\$145387.75
6. Contractual	\$107175.00	\$105000.00
7. Occupancy	\$0.00	\$0.00
8. Other	\$0.00	\$0.00
9. Indirect	\$32659.00	\$49076.00
TOTAL EXPENSES	\$800226.00	\$800226.00

☒ I certify that information in this budget proposal is correct to the best of my knowledge.

Completed By : Genevieve



AFHP AGENCY ANNUAL REVENUE BUDGET REPORT

Agency Name: Pinal County Public Health Services District
 Grant Name: ARIZONA GRANT
 Name of Person filling out form: Genevieve
 Date: 12/15/2020
 Revised Date: 12/11/2020
 Reporting Period: April 1, 2021 - March 31, 2022

Annual Budget Form April 2021-March 2022 : Revenue Summary

REVENUE	April 2020-March 2021 Budget	April 2021-March 2022 Total Program Budget
1) Federal Grants		
1. Title X - Base	\$469000.00	\$469000.00
2. Bureau of Primary Health Care (BPHC)	\$0.00	\$0.00
3. Other Federal Grants (Specify)	\$0.00	\$0.00
4. Other Federal Grants (Specify)	\$0.00	\$0.00
5. Title X Additional Funds (Specify)	\$0.00	\$0.00
Sub Total of Federal Grants	\$469000.00	\$469000.00
2) Payment For Services		
1. Patient Collections/Fees	\$2000.00	\$2000.00
3) Third Party Payers		
1. Medicaid (Title XIX)	\$20000.00	\$20000.00
2. Medicare (Title XVIII)	\$0.00	\$0.00
3. Other public health insurance	\$0.00	\$0.00
4. Private health insurance	\$7500.00	\$7500.00
Sub Total of Third Party Payers	\$27500.00	\$27500.00
4) Other Sources		
1. Title V (MCH Block Grant)	\$0.00	\$0.00
2. Local Government	\$300726.00	\$300726.00
3. State Government	\$0.00	\$0.00
4. Client Donations	\$1000.00	\$1000.00
5. Agency In Kind	\$0.00	\$0.00
6. Agency Contribution (Non-County agencies only)	\$0.00	\$0.00
7. Other (Specify)	\$0.00	\$0.00
Sub Total of Other Sources	\$301726.00	\$301726.00
TOTAL REVENUE	\$800226.00	\$800226.00

ELECTRONIC CODE OF FEDERAL REGULATIONS

e-CFR data is current as of December 5, 2019

Title 42 → Chapter I → Subchapter D → Part 59 → Subpart A

Title 42: Public Health

PART 59—GRANTS FOR FAMILY PLANNING SERVICES

Subpart A—Project Grants for Family Planning Services**Contents**

- §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 or contract?
- §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 purpose may grant funds be used?
- §59.10 What other HHS regulations apply to grants under this subpart?
- §59.11 Confidentiality.
- §59.12 Additional conditions.
- §59.13 Standards of compliance with prohibition on abortion.
- §59.14 Requirements and limitations with respect to post-conception activities.
- §59.15 Maintenance of physical and financial separation.
- §59.16 Prohibition on activities that encourage, promote, or advocate for abortion.
- §59.17 Compliance with reporting requirements.
- §59.18 Appropriate use of funds.
- §59.19 Transition provisions; compliance.

AUTHORITY: 42 U.S.C. 300 through 300a-6.

SOURCE: 65 FR 41278, July 3, 2000, unless otherwise noted.

[↑ Back to Top](#)**§59.1 To what programs do these regulations apply?**

(a) 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. Unless otherwise specified, the requirements imposed by these regulations apply equally to grantees and subrecipients, and grantees shall require and ensure that subrecipients (and the subrecipients of subrecipients) comply with the requirements contained in these regulations pursuant to their written contracts with such subrecipients.

(b) Except for §§59.4, 59.8, and 59.10, the regulations of this subpart are also applicable to the execution of contracts 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, and will be applied in accordance with the applicable statutes, procedures and regulations that generally govern Federal contracts. To this extent, the use of the terms “grant”, “award”, “grantee”, and “subrecipient” in applicable regulations of this subpart will apply similarly to contracts, contractors and subcontractors, and the use of the term “project” or “program” will also apply to a project or program established by means of a contract.

[84 FR 7786, Mar. 4, 2019, as amended at 84 FR 14313, Apr. 10, 2019]

[↑ Back to Top](#)**§59.2 Definitions.**

As used in this subpart:

Act means the Public Health Service Act, as amended.

Advanced Practice Provider means a medical professional who receives at least a graduate level degree in the relevant medical field and maintains a license to diagnose, treat, and counsel patients. The term Advanced Practice Provider includes physician assistants and advanced practice registered nurses (APRN). Examples of APRNs that are an Advanced Practice Provider include certified nurse practitioner (CNP), clinical nurse specialist (CNS), certified registered nurse anesthetist (CRNA), and certified nurse-midwife (CNM).

Family means a social unit composed of one person, or two or more persons living together, as a household.

Family planning means the voluntary process of identifying goals and developing a plan for the number and spacing of children and the means by which those goals may be achieved. These means include a broad range of acceptable and effective family planning methods and services, which may range from choosing not to have sex to the use of other family planning methods and services to limit or enhance the likelihood of conception (including contraceptive methods and natural family planning or other fertility awareness-based methods) and the management of infertility, including information about or referrals for adoption. Family planning services include preconception counseling, education, and general reproductive and fertility health care, in order to improve maternal and infant outcomes, and the health of women, men, and adolescents who seek family planning services, and the prevention, diagnosis, and treatment of infections and diseases which may threaten childbearing capability or the health of the individual, sexual partners, and potential future children. Family planning methods and services are never to be coercive and must always be strictly voluntary. Family planning does not include postconception care (including obstetric or prenatal care) or abortion as a method of family planning. Family planning, as supported under this subpart, should reduce the incidence of abortion.

Grantee means the entity that receives Federal financial assistance by means of a grant, and assumes legal and financial responsibility and accountability for the awarded funds, for the performance of the activities approved for funding and for reporting required information to the Office of Population Affairs.

Low income family means a family whose total income does not exceed 100% of the most recent Poverty Guidelines issued pursuant to 42 U.S.C. 9902(2). The project director may find that low income family also includes members of families whose annual 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:

(1) Unemancipated minors who wish to receive services on a confidential basis must be considered on the basis of their own resources, provided that the Title X provider has documented in the minor's medical records the specific actions taken by the provider to encourage the minor to involve her/his family (including her/his parents or guardian) in her/his decision to seek family planning services, except that documentation of such encouragement is not to be required if the Title X provider has documented in the medical record:

(i) That it suspects the minor to be the victim of child abuse or incest; and

(ii) That it has, consistent with, and if permitted or required by, applicable State or local law, reported the situation to the relevant authorities.

(2) For the purpose of considering payment for contraceptive services only, where a woman has health insurance coverage through an employer that does not provide the contraceptive services sought by the woman because the employer has a sincerely held religious or moral objection to providing such coverage, the project director may consider her insurance coverage status as a good reason why she is unable to pay for contraceptive services. In making that determination, the project director must also consider other circumstances affecting her ability to pay, such as her total income. The project director may, for the purpose of considering whether the woman is from a low income family or is eligible for a discount for contraceptive services on the schedule of discounts provided for in §59.5, consider her annual income as being reduced by the total annual out-of-pocket costs of contraceptive services she uses or seeks to use. The project director may determine those costs, or estimate them at \$600.

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.

Program and *project* are used interchangeably and mean a plan or sequence of activities that is funded to fulfill the requirements elaborated in a Title X funding announcement; it may be comprised of, and implemented by, a single grantee or subrecipient(s), or a group of partnering providers who, under a grantee or subrecipient, deliver comprehensive family planning services that satisfy the requirements of the grant within a service area.

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 (Midway, Wake, *et al.*), the Marshall Islands, the Federated State of Micronesia and the Republic of Palau.

Subrecipient means any entity that provides family planning services with Title X funds under a written agreement with a grantee or another subrecipient. These entities may also be referred to as “delegates” or “contract agencies.”

[65 FR 41278, July 3, 2000; 65 FR 49057, Aug. 10, 2000; 84 FR 7787, Mar. 4, 2019; 84 FR 14313, Apr. 10, 2019]

[↑ Back to Top](#)

§59.3 Who is eligible to apply for a family planning services grant or contract?

Any public or nonprofit private entity in a State may apply for a family planning grant or contract under this subpart.

[84 FR 7787, Mar. 4, 2019]

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§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.

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§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 family planning methods (including contraceptives, natural family planning or other fertility awareness-based methods) and services (including infertility services, information about or referrals for adoption, and services for adolescents). Such projects are not required to provide every acceptable and effective family planning method or service. A participating entity may offer only a single method or a limited number of methods of family planning as long as the entire project offers a broad range of such family planning methods and 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 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

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.”

(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, promote, refer for, or support abortion as a method of family planning.

(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.

(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) 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.

(12) Should offer either comprehensive primary health services onsite or have a robust referral linkage with primary health providers who are in close physical proximity, to the Title X site, in order to promote holistic health and provide seamless care.

(13) Ensure transparency in the delivery of services by reporting the following information in grant applications and all required reports:

(i) Subrecipients and agencies or individuals providing referral services by name, location, expertise and services provided or to be provided;

(ii) Detailed description of the extent of the collaboration with subrecipients, referral agencies, and any individuals providing referral services, in order to demonstrate a seamless continuum of care for clients; and

(iii) Clear explanation of how the grantee will ensure adequate oversight and accountability for quality and effectiveness of outcomes among subrecipients.

(14) Encourage family participation in the decision to seek family planning services; and, with respect to each minor patient, ensure that the records maintained document the specific actions taken to encourage such family participation (or the specific reason why such family participation was not encouraged).

(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 referral to other medical facilities when medically necessary, consistent with §59.14(a), 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) Except as provided in §59.14(a), 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, implementation, 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; 84 FR 7787, Mar. 4, 2019]

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§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.

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§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 statutory provisions applicable to the Title X program, and ensure that no Title X funds are used where abortion is a method of family planning.

(b) Any grant applications that do not clearly address how the proposal will satisfy the requirements of this regulation shall not proceed to the competitive review process, but shall be deemed ineligible for funding. The Department will explicitly summarize each requirement of the Title X regulations or include the Title X regulations in their entirety within the Funding Announcement, and shall require each applicant to describe its plans for affirmative compliance with each requirement.

(c) If the proposal is deemed compliant with this regulation, then applicants will be subject to criteria for selection within the competitive grant review process, including:

(1) The degree to which the applicant's project plan adheres to the Title X statutory purpose and goals for 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), while meeting all of the statutory and regulatory requirements and restrictions, including that none of the funds shall be used in programs where abortion is a method of family planning.

(2) The degree to which the relative need of the applicant for Federal funds is demonstrated in the proposal, and the applicant shows capacity to make rapid and effective use of grant funds, including its ability to procure a broad range of diverse subrecipients, as applicable, in order to expand family planning services available to patients in the project area.

(3) The degree to which the applicant takes into account the number of patients, particularly low-income patients, to be served while also targeting areas that are more sparsely populated and/or places in which there are not adequate family planning services available.

(4) The extent to which family planning services are needed locally and the applicant proposes innovative ways to provide services to unserved or underserved communities.

(d) 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.

(e) No grant may be made for an amount equal to 100 percent for the project's estimated costs.

[65 FR 41278, July 3, 2000, as amended at 84 FR 7788, Mar. 4, 2019]

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§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 recompute 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.

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§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 75, subpart E.

[65 FR 41278, July 3, 2000, as amended at 81 FR 3009, Jan. 20, 2016]

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§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 75—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards

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 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

[65 FR 41278, July 3, 2000, as amended at 81 FR 3009, Jan. 20, 2016]

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§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 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; concern with respect to the confidentiality of information, however, may not be used as a rationale for noncompliance with laws requiring notification or reporting of child abuse, child molestation, sexual abuse, rape, incest, intimate partner violence, human trafficking, or similar reporting laws. Otherwise, information may be disclosed only in summary, statistical, or other form which does not identify particular individuals.

[84 FR 7788, Mar. 4, 2019]

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§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 as amended at 65 FR 49057, Aug. 10, 2000]

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§59.13 Standards of compliance with prohibition on abortion.

A project may not receive funds under this subpart unless the grantee provides assurance satisfactory to the Secretary that the project does not provide abortion and does not include abortion as a method of family planning. Such assurance must also include, at a minimum, representations (supported by documentary evidence where the Secretary requests it) as to compliance with this section and each of the requirements in §§59.14 through 59.16. A project supported under this subpart must comply with such requirements at all times during the project period.

[84 FR 7788, Mar. 4, 2019]

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§59.14 Requirements and limitations with respect to post-conception activities.

(a) *Prohibition on referral for abortion.* A Title X project may not perform, promote, refer for, or support abortion as a method of family planning, nor take any other affirmative action to assist a patient to secure such an abortion.

(b) *Information about prenatal care.* (1) Because Title X funds are intended only for family planning, once a client served by a Title X project is medically verified as pregnant, she shall be referred to a health care provider for medically necessary prenatal health care. The Title X provider may also choose to provide the following counseling and/or information to her:

- (i) Nondirective pregnancy counseling, when provided by physicians or advanced practice providers;
- (ii) A list of licensed, qualified, comprehensive primary health care providers (including providers of prenatal care);
- (iii) Referral to social services or adoption agencies; and/or
- (iv) Information about maintaining the health of the mother and unborn child during pregnancy.

(2) In cases in which emergency care is required, the Title X project shall only be required to refer the client immediately to an appropriate provider of medical services needed to address the emergency.

(c) *Use of permitted lists or referrals to encourage abortion.* (1) A Title X project may not use the provision of any prenatal, social service, emergency medical, or other referral, of any counseling, or of any provider lists, as an indirect means of encouraging or promoting abortion as a method of family planning.

(2) The list of licensed, qualified, comprehensive primary health care providers (including providers of prenatal care) in paragraph (b)(1)(ii) of this section may be limited to those that do not provide abortion, or may include licensed, qualified, comprehensive primary health care providers (including providers of prenatal care), some, but not the majority, of which also provide abortion as part of their comprehensive health care services. Neither the list nor project staff may identify which providers on the list perform abortion.

(d) *Provision of medically necessary information.* Nothing in this subpart shall be construed as prohibiting the provision of information to a project client that is medically necessary to assess the risks and benefits of different methods of contraception in the course of selecting a method, provided that the provision of such information does not promote abortion as a method of family planning.

(e) *Examples.* (1) A pregnant client of a Title X project requests prenatal health care services. Because the provision of such services is outside the scope of family planning supported by Title X, the client is referred for prenatal care and may be provided a list of licensed, qualified, comprehensive primary health care providers (including providers of prenatal care). Provision of a referral for prenatal health care is consistent with this part because prenatal care is a medically necessary service.

(2) A Title X project discovers an ectopic pregnancy in the course of conducting a physical examination of a client. Referral arrangements for emergency medical care are immediately provided. Such action complies with the requirements of paragraph (b) of this section.

(3) After receiving nondirective counseling at a Title X provider, a pregnant woman decides to have an abortion, is concerned about her safety during the procedure, and asks the Title X project to provide her with a referral to an abortion provider. The Title X project tells her that it does not refer for abortion, but provides the following: A list of licensed, qualified, comprehensive primary health care providers (including providers of prenatal care), which is not presented as a referral for abortion, but as a list of comprehensive primary care and prenatal care providers that does not identify which providers perform abortion, and the project staff member does not identify such providers on the list; and information about maintaining her health and the health of her unborn child during pregnancy. Such actions comply with paragraphs (a) through (c) of this section.

(4) A pregnant woman asks the Title X project to provide her with a list of abortion providers in the area. The project tells her that it does not refer for abortion, and provides her a list that consists of hospitals and clinics and other providers, all of which provide comprehensive primary health care (including prenatal care), as well as abortion as a method of family planning. Although there are several licensed, qualified, comprehensive primary health care providers (including providers of prenatal care) in the area that do not provide abortion as a method of family planning, none of these providers is included on the list. Provision of the list is inconsistent with paragraphs (a) and (c) of this section.

(5) A pregnant woman requests information on abortion and asks the Title X project to refer her for an abortion. The counselor tells her that the project does not consider abortion a method of family planning and, therefore, does not refer for abortion. The counselor offers her nondirective pregnancy counseling, which may discuss abortion, but the counselor neither refers for, nor encourages, abortion. The counselor further tells the client that the project can help her to obtain prenatal care and necessary social services and offers her the list of licensed, qualified, comprehensive primary health care providers (including providers of prenatal care), assistance, and information for pregnant women described in paragraph (b) of this section. None of the providers on the list provide abortions. Such actions are consistent with paragraphs (a) through (c) of this section.

(6) Title X project staff provide contraceptive counseling to a client in order to assist her in selecting a contraceptive method. In discussing oral contraceptives, the project counselor provides the client with information contained in the patient package insert accompanying a brand of oral contraceptives, referring to abortion only in the context of a discussion of the relative safety of various contraceptive methods and in no way promoting abortion as a method of family planning. The provision of this information is consistent with paragraph (d) of this section and this section generally and does not constitute an abortion referral.

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§59.15 Maintenance of physical and financial separation.

A Title X project must be organized so that it is physically and financially separate, as determined in accordance with the review established in this section, from activities which are prohibited under section 1008 of the Public Health Service Act and §§59.13, 59.14, and 59.16 of these regulations from inclusion in the Title X program. In order to be physically and financially separate, a Title X project must have an objective integrity and independence from prohibited activities. Mere bookkeeping separation of Title X funds from other monies is not sufficient. The Secretary will determine whether such objective integrity and independence exist based on a review of facts and circumstances. Factors relevant to this determination shall include:

(a) The existence of separate, accurate accounting records;

(b) The degree of separation from facilities (e.g., treatment, consultation, examination and waiting rooms, office entrances and exits, shared phone numbers, email addresses, educational services, and websites) in which prohibited activities occur and the extent of such prohibited activities;

(c) The existence of separate personnel, electronic or paper-based health care records, and workstations; and

(d) The extent to which signs and other forms of identification of the Title X project are present, and signs and material referencing or promoting abortion are absent.

[84 FR 7788, Mar. 4, 2019, as amended at 84 FR 14313, Apr. 10, 2019]

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§59.16 Prohibition on activities that encourage, promote, or advocate for abortion.

(a) *Prohibition on activities that encourage abortion.* (1) A Title X project may not encourage, promote or advocate abortion as a method of family planning. This restriction prohibits actions in the funded project that assist women to obtain abortions for family planning purposes or to increase the availability or accessibility of abortion for family planning purposes.

(2) Prohibited actions include the use of Title X project funds for the following:

(i) Lobbying for the passage of legislation to increase in any way the availability of abortion as a method of family planning;

(ii) Providing speakers or educators who promote the use of abortion as a method of family planning;

(iii) Attending events or conferences during which the grantee or subrecipient engages in lobbying;

(iv) Paying dues to any group that, as a more than insignificant part of its activities, advocates abortion as a method of family planning and does not separately collect and segregate funds used for lobbying purposes;

(v) Using legal action to make abortion available in any way as a method of family planning; and

(vi) Developing or disseminating in any way materials (including printed matter, audiovisual materials and web-based materials) advocating abortion as a method of family planning.

(b) *Examples.* (1) Clients at a Title X project are given brochures advertising a clinic that provides abortions, or such brochures are available in any fashion at a Title X clinic (sitting on a table or available or visible within the same space where Title X services are provided). Provision or availability of the brochure violates paragraph (a)(2)(vi) of this section.

(2) A Title X project makes an appointment for a pregnant client for an abortion for family planning purposes. The Title X project has violated paragraph (a)(1) of this section.

(3) A Title X project pays dues with project funds to a State association that, among other activities, lobbies at State and local levels for the passage of legislation to protect and expand the legal availability of abortion as a method of family planning. The association spends a significant amount of its annual budget on such activity and does not separately collect and segregate the funds for such purposes. Payment of dues to the association violates paragraph (a)(2)(iv) of this section.

(4) An organization conducts a number of activities, including operating a Title X project. The organization uses non-project funds to pay dues to an association that, among other activities, engages in lobbying to protect and expand the legal availability of abortion as a method of family planning. The association spends a significant amount of its annual budget on such activity. Payment of dues to the association by the organization does not violate paragraph (a)(2)(iv) of this section.

(5) An organization that operates a Title X project engages in lobbying to increase the legal availability of abortion as a method of family planning. The project itself engages in no such activities, and the facilities and funds of the project are kept separate from prohibited activities. The project is not in violation of paragraph (a)(2)(i) of this section.

(6) Employees of a Title X project write their legislative representatives in support of legislation seeking to expand the legal availability of abortion, in their personal capacities and using no project funds to do so. The Title X project has not violated paragraph (a)(2)(i) of this section.

(7) On her own time and at her own expense, a Title X project employee speaks before a legislative body in support of abortion as a method of family planning. The Title X project has not violated paragraph (a)(2)(i) of this section.

(8) A Title X project uses Title X funds for sex education classes in a local high school. During the course of the class, information is distributed to students that includes abortion as a method of family planning. The Title X project has violated paragraph (a)(2)(vi) of this section.

[84 FR 7788, Mar. 4, 2019]

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§59.17 Compliance with reporting requirements.

(a) Title X projects shall comply with all State and local laws requiring notification or reporting of child abuse, child molestation, sexual abuse, rape, incest, intimate partner violence or human trafficking (collectively, "State notification laws").

(b) A project may not receive funds under this subpart unless it provides appropriate documentation or other assurance satisfactory to the Secretary that it:

(1) Has in place and implements a plan to comply with State notification laws. Such plan shall include, at a minimum, policies and procedures that include:

(i) A summary of obligations of the project or organizations and individuals carrying out the project under State notification laws, including any obligation to inquire about or determine the age of a minor client or of a minor client's sexual partner(s);

(ii) Timely and adequate annual training of all individuals (whether or not they are employees) serving clients for, or on behalf of, the project regarding State notification laws; policies and procedures of the Title X project and/or provider with respect to notification and reporting of child abuse, child molestation, sexual abuse, rape, incest, intimate partner violence and human trafficking; appropriate interventions, strategies, and referrals to improve the safety and current situation of the patient; and compliance with State notification laws.

(iii) Protocols to ensure that every minor who presents for treatment is provided counseling on how to resist attempts to coerce them into engaging in sexual activities; and

(iv) Commitment to conduct a preliminary screening of any minor who presents with a sexually transmitted disease (STD), pregnancy, or any suspicion of abuse, in order to rule out victimization of a minor. Projects are permitted to diagnose, test for, and treat STDs.

(2) Maintains records to demonstrate compliance with each of the requirements set forth in paragraph (b)(1) of this section, including which:

(i) Indicate the age of minor clients;

(ii) Indicate the age of the minor client's sexual partners if such age is an element of a State notification law under which a report is required; and

(iii) Document each notification or report made pursuant to such State notification laws.

(c) Continuation of grantee or subrecipient funding for Title X services is contingent upon demonstrating to the satisfaction of the Secretary that the criteria have been met.

(d) The Secretary may review records maintained by a grantee or subrecipient for the purpose of ensuring compliance with the requirements of this section, the requirement to encourage family participation in family planning decisions, or any other section of this rule.

[84 FR 7788, Mar. 4, 2019]

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§59.18 Appropriate use of funds.

(a) Title X funds shall not be used to build infrastructure for purposes prohibited with these funds, such as support for the abortion business of a Title X grantee or subrecipient. Funds shall only be used for the purposes, and in direct implementation of, the funded project, expressly permitted by this regulation and authorized within section 1001 of the Public Health Service Act, that is, to offer family planning methods and services. Grantees must use the majority of grant funds to provide direct services to clients, and each grantee shall provide a detailed plan or accounting for the use of grant dollars, both in their applications for funding, and in any annually required reporting. Any significant change in the use of grant funds within the grant cycle shall not be undertaken without the approval of the Office of Population Affairs.

(b) Title X funds shall not be expended for any activity (including the publication or distribution of literature) that in any way tends to promote public support or opposition to any legislative proposal or candidate for office.

(c) Each project supported under Title X shall fully account for, and justify, charges against the Title X grant. The Department shall put additional protections in place to prevent possible misuse of Title X funds through misbilling or overbilling, or any other unallowable expense.

[84 FR 7788, Mar. 4, 2019]

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§59.19 Transition provisions; compliance.

(a) *Compliance date concerning physical and financial separation.* The date by which covered entities must comply with the physical separation requirements contained in §59.15 is March 4, 2020. The date by which covered entities must comply with the financial separation requirements contained in §59.15 is July 2, 2019.

(b) *Compliance date concerning applications.* The date by which covered entities must comply with §59.7 and 59.5(a)(13) (as it applies to grant applications) is the date on which competitive or continuation award applications are due, where that date occurs after July 2, 2019.

(c) *Compliance date concerning reporting, assurance, and provision of service requirements.* The date by which covered entities must comply with §§59.5(a)(12), 59.5(a)(13) (as it applies to all required reports), 59.5(a)(14), (b)(1) and (8), 59.13, 59.14, 59.17, and 59.18 is July 2, 2019.

[84 FR 7788, Mar. 4, 2019, as amended at 84 FR 14313, Apr. 10, 2019]

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[Need assistance?](#)

OPA PPN *Program Policy Notice*

Clarification regarding “Program Requirements for Title X Family Planning Projects”

Confidential Services to Adolescents

OPA Program Policy Notice 2014 – 01

Release Date: June 5, 2014

I. Purpose

The purpose of this Program Policy Notice (PPN) is to provide Title X grantees with information to clarify some specific requirements included in the newly released “*Program Requirements for Title X-Funded Family Planning Projects Version 1.0 - April 2014.*”

II. Background

On April 25, 2014, the Office of Population Affairs (OPA), which administers the Title X Family Planning Program, released new Title X Family Planning Guidelines consisting of two parts: 1) *Program Requirements for Title X Family Planning Projects* (hereafter referred to as *Title X Program Requirements*), and 2) *Providing Quality Family Planning Services: Recommendations of CDC and the U.S. Office of Population Affairs.*

The *Title X Program Requirements* document closely aligns with the various requirements applicable to the Title X Program as set out in the Title X statute and implementing regulations (42 CFR part 59, subpart A), and other applicable Federal statutes, regulations, and policies. The requirement that this Program Policy Notice addresses is confidential services to adolescents.

Requirements regarding **confidential services** for individuals regardless of age are stipulated in Title X regulations at 42 CFR § 59.5(a)(4) and § 59.11, and are repeated in the *Title X Program Requirements* in sections 9.3 and 10.

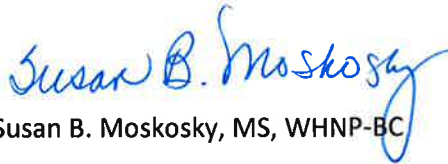
III. Clarification

It continues to be the case that Title X projects may not require written consent of parents or guardians for the provision of services to minors. Nor can any Title X project staff notify a parent or guardian before or after a minor has requested and/or received Title X family planning services.



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Title X projects, however, must comply with legislative mandates that require them to encourage family participation in the decision of minors to seek family planning services, and provide counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities. In addition, all Title X providers must comply with State laws requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest.



Susan B. Moskosky, MS, WHNP-BC

Acting Director, Office of Population Affairs



Title X Program Policy Notice

Integrating with Primary Care Providers

Release Date: November 22, 2016

OPA Program Policy Notice: 2016 – 11

I. Purpose

The purpose of this Program Policy Notice (PPN) is to clarify how Title X grantees may remain in compliance with *Program Requirements for Title X Funded Family Planning Projects* when integrating services with Health Resources & Services Administration (HRSA) Health Center Program grantees and look-alikes (i.e., health centers that receive funding under Section 330 of the Public Health Service Act, which authorizes the Health Center Program, as well as those that have been determined to meet Section 330 requirements but do not receive grant funding under that program). This PPN applies only to integrated settings, and not to settings in which only Health Center Program services are provided. We address three issues commonly faced by integrated Title X and HRSA-funded health center providers:

- 1) How to bill clients receiving Title X family planning services in compliance with Title X and Health Center Program Sliding Fee Discount Schedules and billing guidelines;
- 2) How to report data to the Family Planning Annual Reports (FPAR) and to the Uniform Data System (UDS) appropriately; and,
- 3) How to preserve Title X client confidentiality when billing for services provided.

II. Background

In 2014, the Office of Population Affairs (OPA) released new Title X program guidelines consisting of two parts:

- 1) [*Program Requirements for Title X Funded Family Planning Projects*](#) (Title X Program Requirements); and,
- 2) [*Providing Quality Family Planning Services: Recommendations of CDC and the U.S. Office of Population Affairs*](#) (QFP).

Title X Program Requirements align closely with the Title X statute and family planning services project implementing regulations (42 CFR part 59, subpart A), as well as other applicable federal statutes, regulations, and policies. This PPN is intended to help Title X grantees address integrated care settings with regard to Title X Program Requirements.

III. Clarification

This section provides clarification for some of the most common issues facing Title X Family Planning (FP) providers when integrating with primary care organizations, and suggests sample strategies to overcome these issues. Endnotes are provided for reference to the applicable section(s) of the Title X and HRSA Health Center Program Requirements aligned with each strategy.

Issue 1: Nominal Charge and Sliding Fee Discount Schedules (SFDS)

Strategy

The HRSA Health Center Program and the OPA Title X Program have unique Sliding Fee Discount Schedule (SFDS) program requirements, which include having differing upper limits. HRSA's policies, currently contained in [Policy Information Notice \(PIN\) 2014-02](#), allow health centers to accommodate the further discounting of services as required by Title X regulations. Title X agencies (or providers) that are integrated with or receive funding from the HRSA Health Center Program may have dual fee discount schedules: one schedule that ranges from 101% to 200% of the Federal Poverty Level (FPL) for all health center services, and one schedule that ranges from 101% to 250% FPL for clients receiving **only** Title X family planning services directly related to preventing or achieving pregnancy, and as defined in their approved Title X project.

Title X agencies and providers may consult with the health center if they have additional questions regarding implementing discounting schedules that comply with Title X and Health Center Program requirements, which may result in the health center needing to consult their HRSA Health Center Program Project Officer.

To decide which SFDS to use, the health center should determine whether a client is receiving **only Title X family planning services** (Title X family planning services are defined by the service contract between the Title X grantee and health center) or **health center services in addition to Title X family planning services within the same visit**.

The following guidance applies specifically to clients who receive **only Title X family planning services** that are directly related to preventing or achieving pregnancy:

- Clients receiving only Title X family planning services with family incomes at or below 100% of the FPL must not be charged for services received. In order to comply with Title X regulations, any nominal fee typically collected by a HRSA health center program grantee or look-alike would **not be charged to the client receiving only Title X family planning services.**ⁱ
- Clients receiving only Title X family planning services with family incomes that are between 101% FPL and 250% FPL must be charged in accordance with a specific Title X SFDS based on the client's ability to pay. Any differences between charges based on applying the Title X SFDS and the health center's discounting schedule could be allocated to Title X grant funds. This allocation is aligned with the guidance provided in HRSA's PIN 2014-02, as discussed above. This PIN states that program grantees, "*may receive or have access to other funding sources (e.g.,*

Federal, State, local, or private funds) that contain terms and conditions for reducing patient costs for specific services. These terms and conditions may apply to patients over 200 percent of the FPG [Federal Poverty Guidelines]. In such cases, it is permissible for a health center to allocate a portion (or all) of this patient's charge to this grant or subsidy funding source.”ⁱⁱ

- Note that unemancipated minors who receive confidential Title X family planning services must be billed according to the income of the minor.ⁱⁱⁱ

The following guidance applies specifically to clients who receive **health center services in addition to Title X family planning services within the same visit**:

- For clients receiving health center services in addition to Title X family planning services, as defined above, within the same visit, the health center or look-alike may utilize its health center discounting schedule (which ranges from 101% to 200% FPL) including collecting one nominal fee for health center services provided to clients with family incomes at or below 100% FPL.

Issue 2: Fulfilling Data Reporting Requirements

Strategy

To comply with mandatory program reporting requirements for both the Title X and HRSA Health Center Program, health centers that are integrated with Title X funded agencies must provide data on services provided that are relevant to either or both through FPAR and UDS, as appropriate. In cases where a data element is applicable to both FPAR and UDS, reporting such data to each report does not result in “double” credit for services provided; rather, it ensures that both Title X and HRSA receive accurate information on services provided to clients during the given reporting period.

Further instructions on how a family planning “user” is defined can be found in the [FPAR Forms & Instructions](#) guidance document.

Issue 3: Sliding Fee Discount Schedule eligibility for individuals seeking confidential services

Strategy

For individuals requesting that Title X family planning services provided to them are confidential (i.e., they do not want their information disclosed in any way, including for third-party billing), the provider should ensure that appropriate measures are in place to protect the client's information, beyond HIPAA privacy assurances.^{iv} Providers **may not bill third-party payers** for services in such cases where confidentiality cannot be assured (e.g., a payer does not suppress Explanation of Benefits documents and does not remove such information from claims history and other documents accessible to the policy holder). Providers may request payment from clients at the time of the visit for any confidential services provided that cannot be disclosed to third-party payers, as long as the provider uses the appropriate SFDS. Inability to pay, however, cannot be a barrier to services.^v Providers may bill third-party payers for services that the client identifies as non-confidential.

Endnotes

ⁱ Section 8.4 of the Title X Program Requirements contains information related to charges, billing, and collections. The program requirements in section 8.4 most relevant to charging clients at or below 100% of the FPL, between 101% and 250% of the FPL, and above 250% of the FPL, are as follows:

Title X Program Requirement 8.4.1. *Clients whose documented income is at or below 100% of the Federal Poverty Level (FPL) must not be charged, although projects must bill all third parties authorized or legally obligated to pay for services (Section 1006(c)(2), PHS Act; 42 CFR 59.5(a)(7)).*

Within the parameters set out by the Title X statute and program requirements, Title X grantees have a large measure of discretion in determining the extent of income verification activity that they believe is appropriate for their client population. Although not required to do so, grantees that have lawful access to other valid means of income verification because of the client's participation in another program may use those data rather than re-verify income or rely solely on clients self-report.

Title X Program Requirement 8.4.2. *A schedule of discounts, based on ability to pay, is required for individuals with family incomes between 101% and 250% of the FPL (42 CFR 59.5(a)(8)).*

Title X Program Requirement 8.4.3. *Fees must be waived for individuals with family incomes above 100% of the FPL who, as determined by the service site project director, are unable, for good cause, to pay for family planning services (42 CFR 59.2).*

Title X Program Requirement 8.4.4. *For persons from families whose income exceeds 250% of the FPL, charges must be made in accordance with a schedule of fees designed to recover the reasonable cost of providing services. (42 CFR 59.5(a)(8)).*

ⁱⁱ HRSA Policy Information Notice PIN 2014-02, "Sliding Fee Discount and Related Billing and Collections Program Requirements." *Individuals and families with annual incomes above 200 percent of the FPG are not eligible for sliding fee discounts. However, health centers may receive or have access to other funding sources (e.g., Federal, State, local, or private funds) that contain terms or conditions for reducing patient costs for specific services. These terms and conditions may apply to patients over 200 percent of the FPG. In such cases, it is permissible for a health center to allocate a portion (or all) of this patient's charge to this grant or subsidy funding source.*

ⁱⁱⁱ Title X Program Requirement 8.4.5. *Eligibility for discounts for unemancipated minors who receive confidential services must be based on the income of the minor (42 CFR 59.2).*

^{iv} Title X Program Requirement 8.4.8. *Reasonable efforts to collect charges without jeopardizing client confidentiality must be made.*

HRSA PIN 2014-02. *Patient privacy and confidentiality must be protected throughout the (SFDS eligibility determination) process. The act of billing and collecting from patients should be conducted in an efficient, respectful and culturally appropriate manner, assuring that procedures do not present a barrier to care and patient privacy and confidentiality are protected throughout the process.*

^v Title X Program Requirement 8.4.3, repeated. *Fees must be waived for individuals with family incomes above 100% of the FPL who, as determined by the service site project director, are unable, for good cause, to pay for family planning services (42 CFR 59.2).*



AFHP 2021 Program Standards and Policy Manual (Revised April 2021)

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INTRODUCTION

TITLE X

To assist individuals in determining the number and spacing of their children through the provision of affordable, voluntary family planning services, Congress enacted the Family Planning Services and Population Research Act of 1970 (Public Law 91-572).

The law amended the Public Health Service (PHS) Act to add Title X, “Population Research and Voluntary Family Planning Programs.” Section 1001 of the PHS 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 Title X Family Planning Program is the only Federal program dedicated solely to the provision of family planning and related preventive health services. The program is designed to provide contraceptive supplies and information to all who want and need them, with priority given to persons from low-income families. All Title X-funded projects are required to offer a broad range of acceptable and effective medically (U.S. Food and Drug Administration (FDA)) approved contraceptive methods and related services on a voluntary and confidential basis. Title X services include the delivery of related preventive health services, including patient education and counseling; cervical and breast cancer screening; sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral; and pregnancy diagnosis and counseling. By law, Title X funds may not be used in programs where abortion is a method of family planning.

The Title X Family Planning Program is administered by the Office of Population Affairs (OPA), Office of the Assistant Secretary for Health (OASH), within the U.S. Department of Health and Human Services (DHHS).

On March 4, 2019, DHHS published a final rule in the [Federal Register](#) that revises the regulations governing the Title X family planning program.

The Title X Family Planning Guidelines consist of two parts, 1) *Program Requirements for Title X Funded Family Planning Projects* (hereafter referred to as *Title X Program Requirements*) and 2) *Providing Quality Family Planning Services: Recommendations of CDC and the U.S. Office of Population Affairs* (hereafter referred to as the QFP). The Program Requirements are currently being updated to reflect the revised regulations.

AFHP

Arizona Family Health Partnership (AFHP) is an Arizona non-profit 501(c) (3) agency, incorporated in 1974 (as the Arizona Family Planning Council). Since 1983, AFHP has been designated as a Title X (“ten”) grantee and awarded federal family planning funds to provide services in Arizona.

As the grantee, AFHP performs a variety of roles in the oversight of the Title X Family Planning Program, including: grant administrator, monitor, partner, facilitator, technical advisor, educator and payer. AFHP responds to requests from OPA and from other Federal DHHS Offices. As the grantee, the AFHP is responsible to the funding source for the following: quality, cost, accessibility, acceptability, and reporting for the Program and the performance of all delegate agencies.

AFHP's vision is universal access to quality reproductive healthcare services. In this role, the functions and responsibilities of AFHP include:

- Assessing compliance with Title X statute, regulations, and legislative mandates;
- Assessing community needs in the area of reproductive healthcare for individuals with low incomes;
- Developing community programs to meet those needs;
- Identifying, funding, and contracting with service providers;
- Monitoring and evaluating the performance of delegate agencies;
- Collecting and disseminating data;
- Providing training and technical assistance;
- Providing information to the community;
- Coordinating services; and,
- Client advocacy.

AFHP provides a network of services through contracts with community-based, private non-profit, and public agencies for the provision of direct clinical and educational reproductive healthcare services to low-income adults and adolescents. AFHP is governed by a Board of Directors made up of volunteers representing diverse backgrounds and geographic areas of Arizona. AFHP is committed to providing quality reproductive healthcare services to as many people as possible with the resources available.

PROGRAM MONITORING AND EVALUATION

AFHP will conduct site reviews of each delegate agency to determine compliance with federal and local laws and requirements, program guidelines and other contractual agreements. These evaluations play a crucial role in ensuring that quality reproductive health care services are provided to women and men. The site reviews will be performed by AFHP periodically or on an as needed basis and will range from comprehensive to issue specific reviews, using a standardized monitoring tool. Monitoring and evaluation of the Title X Program and delegate agencies may include, but is not limited to: review and analysis of financial, statistical, and special project reports, discussions and meetings with delegate agency staff, site visits to health center location(s) and formal site reviews of delegate agencies.

Program Standards and Policy Manual (PSPM)

The purpose of this manual is to document the AFHP's Title X Family Planning Project's program standards for development, implementation, and management of the Title X Program, and other related projects funded by AFHP.

This manual establishes minimum standards and can be used as a reference and information resource for family planning programs. Delegates are required to adhere to the requirements and guidelines set forth in this manual, and are also responsible for incorporating any policy changes into their operation.

The PSPM has been developed to assist Title X delegate agencies in understanding and implementing the family planning services grants program. Development of this PSPM was a collaborative effort between AFHP and delegate agencies in 2015. This manual mirrors the Program Review Tool published by OPA in January 2020 to reflect the 2019 Title X Final Rule and contains just those sections that are relevant to sub-recipient or delegate agencies. Grantee specific requirements are omitted.

Each Title X Requirement has at least three sections:

- 1) **Additional AFHP Standard** – additional requirements from AFHP to provide additional guidance to delegate agencies
- 2) **QFP Recommendations** – additional recommendations from the *Providing Quality Family Planning Services Recommendations of CDC and OPA*
- 3) **Evidence Requirement is Met** – evidence that the delegate agency must have to ensure that requirements are met

Helpful Links

Title X Statutes, Regulations, and Legislative Mandates: <https://opa.hhs.gov/grant-programs/title-x-service-grants/title-x-statutes-regulations-and-legislative-mandates>

Providing Quality Family Planning Services: <https://opa.hhs.gov/grant-programs/title-x-service-grants/about-title-x-service-grants/quality-family-planning>

Sterilization of Persons in Federally Assisted Family Planning Projects Regulations:

<https://www.ecfr.gov/cgi-bin/text-idx?SID=f93c09d3dad79124016304b202ac9860&mc=true&node=pt42.1.50&rgn=div5#sp42.1.50.b>

DEFINITIONS

Terms used throughout this document include:

TERM	DEFINITION
The Act or Law	Title X of the Public Health Service Act, as amended
Family	A social unit composed of one person, or two or more persons living together, as a household
Low-income family	A family whose total annual income does not exceed 100% of the most recent Federal Poverty Guidelines; 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. Unemancipated minors who wish to receive services on a confidential basis must be considered on the basis of their own resources
Grantee	The entity that receives Federal financial assistance via a grant and assumes legal and financial responsibility and accountability for the awarded funds and for the performance of the activities approved for Funding
Nonprofit	Any private agency, institution, or organization for which no part of the entity's net earnings benefit, or may lawfully benefit, any private stakeholder or individual.
Project	Activities described in the grant application and any incorporated documents supported under the approved budget. The "scope of the project" as defined in the funded application consists of activities that the total approved grant-related project budget supports.
Secretary	The Secretary of Health and Human Services and any other officer or employee of the U.S. Department of Health and Human Services to whom the authority involved has been delegated.

Service Site	The clinics or other locations where services are provided by the grantee or sub-recipient.
Sub-recipients	Those entities that provide family planning services with Title X funds under a written agreement with a grantee. May also be referred to as delegates or contract agencies.
State	Includes the 50 United 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 (Midway, Wake, et. al), the Marshall Islands, the Federated States of Micronesia and the Republic of Palau.

ACRONYMS

The following is a list of acronyms and abbreviations used throughout this document.

ACRONYM/ ABBREVIATION	
CFR	Code of Federal Regulations
FDA	U.S. Food and Drug Administration
FPL	Federal Poverty Level
HHS	U.S. Department of Health and Human Services
HIV	Human Immunodeficiency Virus
I&E	Information and Education
OMB	Office of Management and Budget
OPA	Office of Population Affairs
OSHA	Occupational Safety and Health Administration
PHS	U.S. Public Health Service
STD	Sexually Transmitted Disease

COMMONLY USED REFERENCES

As a Federal grant program, requirements for the Title X Family Planning Program are established by Federal laws and regulations. For ease of reference, the laws and regulations most cited in this document are listed below. Other applicable laws and regulations are cited throughout the document.

Law	Title X Public Law ("Family Planning Services and Population Research Act of 1970")	Public Law 91-572
Law	Title X Statute ("Title X of the Public Health Service Act")	42 U.S.C.300, <i>et seq.</i>
Regulation	Sterilization Regulations ("Sterilization of persons in Federally Assisted Family Planning Projects")	42 CFR part 50, subpart B
Regulation	Title X Regulations ("Project Grants for Family Planning Services")	42 CFR part 59, subpart A
Regulation	HHS Grants Administration Regulations ("Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards")	45 CFR part 75
Regulation	Federal Award Administration Regulations ("Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards")	2 CFR part 200

1. PROJECT MANAGEMENT AND ADMINISTRATION

Title X Requirement - 1.1 Voluntary Participation

Title X Requirement - 1.1.1 Voluntary and Non-Coercive Services

Family planning services are to be provided solely on a voluntary basis (Sections 1001 and 1007, PHS Act; 42 CFR 59.5 (a)(2)). Clients cannot be coerced to accept services or to use or not use any particular method of family planning (42 CFR 59.5 (a)(2)).

Grantees should institutionalize administrative procedures (i.e., staff training, clinical protocols, and consent forms) to ensure clients receive services on a voluntary basis.

Additional AFHP Standard

None

QFP Recommendations

A core premise of the QFP is that quality services are client-centered, which includes providing services on a voluntary basis. These principles are useful when developing counseling protocols that ensure voluntary participation.

1. Establish and Maintain Rapport with the Client
2. Assess the Client's Needs and Personalize Discussions Accordingly
3. Work with the Client Interactively to Establish a Plan
4. Provide Information that Can Be Understood and Retained by the Client
5. Confirm Client Understanding

See QFP [Appendix C](#) (pages 45-46) for the key principles of providing quality counseling for a complete description of the principles listed above.

Observation of counseling process, including Information & Education (I&E) material provided, at service sites demonstrates that the five principles of quality counseling are utilized when providing family planning services.

Evidence Requirement is Met

1. Delegate has written policies and procedures that specify services are to be provided on a voluntary basis.
2. Administrative policies used by service sites include a written statement that clients may not be coerced to use contraception, or to use any particular method of contraception or service.
3. Documentation at service sites demonstrates (e.g., staff circulars, training curriculum and records) staff has been informed at least once during the current project period that services must be provided on a voluntary basis.
4. General consent forms or other documentation at service sites inform clients that services are provided on a voluntary basis.

5. Record review at service sites demonstrates that each client has signed a general consent form or other documentation that demonstrates they have received an assurance that services are voluntary.

Title X Requirement - 1.1.2 Acceptance of FP Services not a Prerequisite for Eligibility or Services

A client's acceptance of family planning services must not be a prerequisite to eligibility for, or receipt of, any other services, assistance from, or participation in any other program that is offered by the grantee or sub-recipient (Section 1007, PHS Act; 42 CFR 59.5 (a)(2)).

Grantee should institutionalize administrative procedures (e.g., staff training, clinical protocols, and consent forms) to ensure clients' receipt of family planning services is not used as a prerequisite to receive other services from the service site.

Additional AFHP Standard

None

QFP Recommendation

None

Evidence Requirement is Met

1. Administrative policies at service sites include a written statement that receipt of family planning services is not a prerequisite to receipt of any other services offered by the service site.
2. Documentation (e.g., staff circulars, training curriculum) indicates staff has been informed at least once during the current project period that a client's receipt of family planning services may not be used as a prerequisite to the receipt of any other services offered by the service site.
3. Delegate has written policies and procedures that require that all staff of the delegate and service sites are informed that they may be fined or subject to prosecution or both if they coerce or try to coerce any person to undergo an abortion or sterilization procedure.¹
4. General consent form or other documentation provided to clients, state that receipt of family planning services is not a prerequisite to receipt of any other services offered by the service site.
5. Medical record review demonstrates that each client has signed a general consent form stating receipt of family planning services is not a prerequisite to receipt of any other services offered.

¹ Personnel working within the family planning project may be fined or subject to prosecution or both if they coerce or try to coerce any person to undergo an abortion or sterilization procedure by threatening the person with the loss of, or disqualification for the receipt of, any benefit or service under a program receiving Federal financial assistance (Section 205, Public Law 94-63, as set out in 42 CFR 59.5(a)(2) footnote 1).

Title X Requirement - 1.2 Prohibition of Abortion and Referral for Abortion

Title X grantees and sub-recipients must be in full compliance with Section 1008 of the Title X statute, which prohibits abortion as a method of family planning, 42 CFR 59.5(a)(5), which prohibits projects from providing, promoting, referring for, or supporting abortion as a method of family planning, and 42 CFR 59.14(a), which bars referral for abortion as a method of family planning. Grantee has documented processes to ensure that they and their sub-recipients are in compliance with Section 1008 and 42 CFR 59.5(a)(5) and 59.14(a). Grantees include language in sub-recipient contracts addressing these requirements.

Additional AFHP Standard

None

QFP Recommendation

None

Evidence Requirement is Met

1. Administrative policies at service sites prohibit the site from providing abortion as a method of family planning part of the Title X project
2. Administrative policies or procedures at the service sites prohibit delegate and/or service sites from referring for abortion as part of the Title X project, except for medical emergencies, or in the case of rape or incest.

Title X Requirement - 1.3 Physical Separation of Title X and Non-Title X Activities

Title X grantees and sub-recipients must be in full compliance with 42 CFR 59.15, which stipulates that a Title X project must be organized so that it is physically and financially separate, from activities that are prohibited under Section 1008 of the Act and 42 CFR 59.13, 59.14, and 59.16. The financial separation requirement is currently in effect; the date for compliance with the physical separation requirement is March 4, 2020. Systems must be in place to assure adequate physical and financial separation of any non-Title X activities from the Title X project. Grantee has documented processes to ensure that they and their sub-recipients are in compliance with Section 1008 and 42 CFR 59.15.

Additional AFHP Standard

None

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate has written policies and procedures that ensure that the Title X activities are organized so that they are physically and financially separate from prohibited activities.

Policies document that the Title X project has an objective integrity and independence from prohibited activities, based upon a review of the facts and circumstances set out in 42 CFR 59.15(a)-(d).

2. Documentation at delegate and service sites (e.g., staff circulars, training records) demonstrates that staff has been trained at least once during the current project period on permissible and impermissible Title X activities.
3. Financial documentation at service sites demonstrates that Title X funds are not being used for abortion services, or referral for abortion as a method of family planning, and adequate separation exists between Title X and non-Title X activities.

Title X Requirement - 1.4 Structure and Management

Family planning services under a Title X grant may be offered by grantees directly and/or by sub-recipient agencies operating under the umbrella of a grantee. However, the grantee is accountable for the quality, cost, accessibility, acceptability, reporting, and performance of the grant-funded activities provided by sub-recipients. Where required services are provided by referral, the grantee is expected to have written agreements for the provision of services and reimbursement of costs as appropriate.

Title X Requirement - 1.4.2 Sub-Recipient Subcontracts

If a sub-recipient wishes to subcontract any of its responsibilities or services, a written agreement that is consistent with Title X Program Requirements and approved by the grantee must be maintained by the sub-recipient (42 CFR 59.1).

Additional AFHP Standard

None

QFP Recommendation

None

Evidence Requirement is Met

1. Documentation shows that sub-recipients who subcontract for responsibilities or services include Title X requirements in their subcontracts.

Title X Requirement - 1.4.3 Authorized Purchases

The grantee must ensure that all services purchased for project participants will be authorized by the project director or his designee on the project staff 42 CFR 59.5(b)(7)).

Additional AFHP Standard

None

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate policies clearly indicate the approval process for any services that are purchased for participants.
2. Documentation of purchases demonstrates that the delegate's established policies and procedures are followed.

Title X Requirement - 1.4.4 Schedule of Rates and Payment Procedures

The grantee must ensure that services provided through a contract or other similar arrangements are paid for under agreements that include 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 (42 CFR 59.5(b)(9)).

Additional AFHP Standard

None

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate contracts clearly indicate the schedule of rates and payment procedures for services.
2. The delegate can substantiate that the rates are reasonable and necessary. This includes demonstrating the process and/or rationale used to determine payments, examples of financial records, applicable internal controls.

Title X Requirement - 1.4.6 Financial Management System

The grantee and each sub-recipient must maintain a financial management system that meets Federal standards, as applicable, as well as any other requirements imposed by the Notice of Award, and which complies with Federal standards that will support effective control and accountability of funds. (45 CFR 75.302).

Additional AFHP Standard

Delegates must comply with the financial and other reporting requirements set out in the HHS grants administration regulations (2 CFR Part 200 and 45 CFR Part 75), as applicable.

Audits of delegates must be conducted in accordance with the HHS grants administration regulations, as applicable, by auditors meeting established criteria for qualifications and independence (OMB A-133).

Delegates must demonstrate continued institutional, managerial, and financial capacity (including funds sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management, and completion of the project as described in the award (42 CFR 59.7(a)).

Delegates must maintain proper internal controls that address:

- Separation of duties: No one person has complete control over more than one key function or activity (i.e., authorizing, approving, certifying, disbursing, receiving, or reconciling).
- Authorization and approval: Transactions are properly authorized and consistent with Title X requirements.
- Responsibility for physical security/custody of assets is separated from record keeping/accounting for those assets.

Delegates must ensure that insurance coverage is adequate and in effect for: general liability; fidelity bonding; medical malpractice; materials or equipment purchased with federal funds; and officers and directors of the governing board.

A revenue/expense report for the total family planning program is prepared for AFHP as requested. The revenue/expense report details the delegate agency's cost share including client fees and donations, agency contribution, third party revenues and all other revenues contributing to the family planning program.

Delegates are required to submit to AFHP a copy of the annual fiscal year audit, including the management letter and any noted findings and responses to findings, within 30 days of Agency Board acceptance, but no later than nine (9) months after the end of the fiscal year.

Delegates must have a written methodology for the allocation of expenses and revenues for the family planning program. Expenses should include direct costs, administrative costs attributable to the program and, when applicable, indirect costs. Indirect cost will not exceed 10% of the total program costs. Revenues should include federal funds, client fees and donations, agency contribution, third party payer (AHCCCS, Medicaid, and Private Insurance), state and local government contributions.

The delegate must have written policies and procedures for procurement of supplies, equipment and other services, including a competitive process.

The delegate must maintain a property management system which includes the following:

- Asset description;
- ID number;
- Acquisition date; and,
- Current location and Federal (Title X) share of asset.

The delegate must perform a physical inventory of equipment at least once every two years. The delegate should periodically confirm perpetual inventory with actual inventory counts and provide credit/debit adjustment to Title X charges to reflect actual costs.

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate maintains financial policies and procedures can be referenced back to federal regulations as applicable.
2. Delegate maintains financial records and oversight documentation that demonstrates that the financial management practices within all project sites are aligned with Title X and other applicable regulations and grants requirements.

Title X Requirement – 1.5 Charges, Billing, and Collections

The grantee is responsible for the implementation of policies and procedures for charging, billing, and collecting funds for the services provided by the projects. Clients must not be denied project services or be subjected to any variation in quality of services because of inability to pay. Projects should not have a general policy of no fee or flat fees for the provision of services to minors, or a schedule of fees for minors that is different from other populations receiving family planning services.

Title X Requirement - 1.5.1 FPL Guidance, Third Party Billing, and Income Verification

Clients whose documented income is at or below 100% of the Federal Poverty Level (FPL) must not be charged, although projects must bill all third parties authorized or legally obligated to pay for services (Section 1006(c)(2), PHS Act; 42 CFR 59.5(a)(7)).

For the purposes of considering payment for contraceptive services only, where a woman has health insurance coverage through an employer that does not provide the contraceptive services sought by the woman because the employer has a sincerely held religious or moral objection to providing such coverage, the project director may consider her insurance coverage status as a good reason why she is unable to pay for contraceptive services, as detailed in (42 CFR 59.2). Although not required to do so, grantees that have lawful access to other valid means of income verification because of the client's participation in another program may use those data rather than re-verify income or rely solely on client's self-report.

Additional AFHP Standard

Delegates must implement policies and procedures, approved by AFHP, for charging, billing and collecting funds for the services provided by the program. Clients are informed of any charges for which they will be billed and payment options. Eligibility for discount of client fees must be documented in the client's record.

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate has policies and procedures assuring that clients whose documented income is at or below 100% FPL are not charged for services and that third party payers are billed.
2. Service sites follow a written policy and procedure for documenting client income that is aligned with Title X requirements.
3. Financial documentation at the service site(s) indicates clients whose documented income is at or below 100% FPL are not charged for services.
4. Service site policy and procedure for documenting client income does not present a barrier to receipt of services.

Title X Requirement - 1.5.2 Discount Schedules

A schedule of discounts, based on ability to pay, is required for individuals with family incomes between 101% and 250% of the FPL (42 CFR 59.5(a)(8)).

Additional AFHP Standard

Clients must be charged in accordance with AFHP approved schedule of discounts/sliding fee scale unless another fund source exists that will cover the cost for the service. Delegates must update and submit schedule of discounts/sliding fee scale per annual Federal Poverty Guidelines.

QFP Recommendation

None

Evidence Requirement is Met

1. Service sites follow a written policy and procedures requiring that a schedule of discounts be developed for services provided in the project and is updated annually to be in accordance with the FPL.
2. Service site documentation indicates client income is assessed annually and discounts are appropriately applied to the cost of services.

Title X Requirement - 1.5.3 Fee Waiver

Fees must be waived for individuals with family incomes above 100% of the FPL who, as determined by the service site project director, are unable, for good cause, to pay for family planning services (42 CFR 59.2).

Additional AFHP Standard

Delegates who ask clients for income verification cannot deny client services if documentation is not provided.

QFP Recommendation

None

Evidence Requirement is Met

1. Service sites follow a written policy and procedure requiring a process to refer clients (or financial records) to the service site director for review and consideration of waiver of charges.
2. Documentation at the service site demonstrates clients that are unable to pay for good reasons are evaluated by the service site director, the decision is documented, and the client is informed of the determination.

Title X Requirement - 1.5.4 Reasonable Costs/Fee Schedules

For persons from families whose income exceeds 250% of the FPL, charges must be made in accordance with a schedule of fees designed to recover the reasonable cost of providing services. (42 CFR 59.5(a)(8)).

Additional AFHP Standard

None

QFP Recommendation

None

Evidence Requirement is Met

1. Service sites have a process in place to determine the reasonable the cost of services and this is updated periodically.
2. Financial records indicate client income is assessed and that charges are applied appropriately to recover the cost of services.

Title X Requirement - 1.5.5 Voluntary Donations

Voluntary donations from clients are permissible; however, clients must not be pressured to make donations, and donations must not be a prerequisite to the provision of services or supplies.

Additional AFHP Standard

Donations from clients do not waive the billing/charging requirements. No minimum or specific donation amount can be required or suggested. Donations must be collected in a manner which respects the confidentiality of the client.

The program must use client donations and fees to offset program expenses and must be tracked separately.

All client donations shall be reported in the Program Revenue line item of the AFHP revenue report.

QFP Recommendation

None

Evidence Requirement is Met

1. Service site policies and procedures document if the agency requests and/or accepts donations.
2. Onsite documentation and observation demonstrate that clients are not pressured to make donations and that donations are not a prerequisite to the provision of services or supplies. Observation may include signage, financial counseling scripts, or other evidence.

Title X Requirement - 1.5.6 Discount Eligibility for Minors

Eligibility for discounts for unemancipated minors who receive confidential services must be based on the resources of the minor, provided that the Title X provider has documented its efforts to involve the minor's family in the decision to seek family planning services (absent abuse and, if so, with appropriate reporting) (42 CFR 59.2).

Additional AFHP Standard

None

QFP Recommendation

None

Evidence Requirement is Met

1. Service sites have a policy and procedure for determining whether a minor is seeking confidential services and stipulates that charges to adolescents seeking confidential services will be based solely on the adolescent's resources.
2. Documentation at service sites demonstrates the process for determining whether a minor is seeking confidential services and that charges for adolescents seeking confidential services are based solely on the adolescent's resources.

Title X Requirement – 1.5.7 Third Party Payments

Where there is legal obligation or authorization for third party reimbursement, including public or private sources, all reasonable efforts must be made to obtain third party payment without the application of any discounts (42 CFR 59.5(a)(9)).

Family income should be assessed before determining whether copayments or additional fees are charged. With regard to insured clients, clients whose family income is at or below 250% FPL should not pay more (in copayments or additional fees) than what they would otherwise pay when the schedule of discounts is applied.

Additional AFHP Standard

Health insurance information, including AHCCCS eligibility, should be updated during each visit.

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate policies and procedures indicate that the project bills insurance in accordance with Title X regulations.
2. The delegate can demonstrate that it has contracts with insurance providers, including public and private sources.
3. Service sites have policies and procedures to ensure that clients with family incomes between 101%-250% FPL do not pay more in copayments or additional fees than they would otherwise pay when the schedule of discounts is applied.
4. Financial records indicate that clients with family incomes between 101%-250% FPL do not pay more in copayments or additional fees than they would otherwise pay when the schedule of discounts is applied.

Title X Requirement - 1.5.8 Title XIX/Title XX/Title XXI Agreements

Where reimbursement is available from Title XIX, Title XX, or Title XXI of the Social Security Act, a written agreement with the Title XIX or the Title XX state agency at either the grantee level or sub-recipient agency is required (42 CFR 59.5(a) (9)).

Additional AFHP Standard

None

QFP Recommendation

None

Evidence Requirement is Met

1. Sub-recipients maintain written agreements with Title XIX, Title XX, and/or Title XXI and ensure they are kept current, as appropriate.
2. Documentation indicates that the sub-recipients maintain oversight of its service-sites' agreements with Title XIX, Title XX, and/or Title XXI.

Title X Requirement - 1.5.9 Confidential Collections

Reasonable efforts to collect charges without jeopardizing client confidentiality must be made (42 CFR 59.11).

Additional AFHP Standard

Delegate agencies should obtain client permission to bill insurance. Language such as "I choose for (your agency) to bill my insurance" can be added to client intake forms.

QFP Recommendation

None

Evidence Requirement is Met

1. The service site has policy and procedures that safeguards and protects client confidentiality.
2. Documentation at service sites demonstrates that policies and procedures are in place when clients request confidential services that confidentiality is maintained when billing and collecting payments.

Title X Requirement - 1.6 Project Personnel

Title X grantees must have approved personnel policies and procedures.

Title X Requirement - 1.6.1 Personnel Policies

Grantees and sub-recipients are 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, Title I of the Americans with Disabilities Act, and the annual appropriations language.

Additional AFHP Standard

Delegates must develop protocols that provide all program personnel with guidelines for client care.

At a minimum, delegates must require and ensure that:

- personnel records are kept confidential in a secured location;
- an organization chart and personnel policies are available to all personnel;
- job descriptions are current, and distributed to all employees upon hiring;
- licenses of applicants are verified prior to employment, and there is documentation that licenses are kept current;
- employees complete forms required by law upon hiring; and, confidentiality statements are signed and retained.

Audit of personnel records indicates that records are kept in confidential secured location, job descriptions are current, licenses are verified prior to employment and are current, and that required forms are signed.

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate has written policies and procedures in place that provide evidence that there is no discrimination in personnel administration. These policies should include, but are not to be limited to, staff recruitment, selection, performance evaluation, promotion, termination, compensation, benefits, and grievance procedures.
2. Documentation at the service sites demonstrates that there is no discrimination in personnel administration.

Title X Requirement - 1.6.2 Cultural Competency

Project staff should be broadly representative of all significant elements of the population to be served by the project, 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)).

Additional AFHP Standard

Delegate demonstrates linguistic competency of staff (at their agency and service sites) and/or access to language assistance services when appropriate.

QFP Recommendation

None

Evidence Requirement is Met

1. Written policies and procedures address how the project operationalizes cultural competency.
2. Documentation at service sites includes records of cultural competence training, in-services and client satisfaction surveys, or other documentation that supports culturally competent services.

Title X Requirement - 1.6.3 Project Director

Projects must be administered by a qualified project director. Change in Status, including Absence, of Principal Investigator/Project Director, and Other Key Personnel requires pre-approval by the Office of Grants Management. For more information, see HHS Grants Policy Statement and 45 CFR part 75.308(c)(1)(ii-iii).

Additional AFHP Standard

Delegates must notify AFHP of any changes in personnel status, including absence of project director, medical director, and other key personnel. Notification should occur as soon as possible (with a minimum of one week notice).

QFP Recommendation

None

Evidence Requirement is Met

1. Documentation indicates any changes in project director, project director time or other key personnel have been submitted to and approved by AFHP.

Title X Requirement - 1.6.4 Clinical Leadership

Projects must provide that family planning medical services will be performed under the direction of a physician with special training or experience in family planning (42 CFR 59.5 (b)(6))

Additional AFHP Standard

The clinical care component of the program operates under the responsibility of a Medical Director who is a qualified physician, licensed in the state of Arizona, with special training or experience in family planning. The Medical Director or designee:

- Supervises and evaluates medical services provided by other clinicians, including a review of the clinician's charts and observations of clinical performance (at a minimum annually); and,
- Supervises the medical quality assurance program.
- Documentation of chart audits and observations of clinical performance demonstrates Medical Director's involvement.

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate demonstrates evidence that the medical/clinical services operate under the direction of a physician.
2. Curriculum vitae of the Medical Director indicates special training or experience in family planning.
3. There is evidence at both the delegate locations indicating involvement of the Medical Director in program operations (e.g., medical advisory committee, board, and staff meetings).
4. Clinical protocols are approved by the Medical Director.

Title X Requirement - 1.6.5 Salary

Appropriate salary limits will apply as required by law.

Additional AFHP Standard

None

QFP Recommendation

None

Evidence Requirement is Met

Documentation such as budgets and payroll records that indicate that the delegate is complying with required salary limits as documented in the most current family planning services Funding Opportunity Announcement (FOA).

Title X Requirement - 1.7 Staff Training and Project Technical Assistance

Title X grantees are responsible for the training of all project staff.

Title X Requirement - 1.7.1 Personnel Training

Projects must provide for the orientation and in-service training of all project personnel, including the staff of sub-recipient agencies and service sites (42 CFR 59.5(b) (4)).

Additional AFHP Standard

Orientation and in-service training of all Title X program personnel must be completed. All Title X staff should be trained in or have sufficient knowledge of the basics of reproductive health, and the purpose and eligibility requirements of the Title X program.

All program staff must complete the trainings below annually either through AFHP or other credible training resources as follows (please note that the highlighted trainings are only required to be completed once, upon hire):

Table #1

Annual Training Topic
Introduction to Family Planning: Non-clinicians only
Title X Clinical Training: Clinicians only
Title X Orientation
Mandatory Reporting
Encouraging Family Involvement (for adolescents)
Resisting Sexual Coercion (for adolescents)
Intimate Partner Violence
Human Trafficking
Cultural Competency: Frequency per the agency's policy
Emergency and Disaster Response
HIPAA and Client Confidentiality
Non-Discrimination

■ Training only required once, upon hire

Program staff must demonstrate competency in the topic areas listed above. AFHP staff will observe staff during formal and informal site visits to evaluate competency and technical assistance will be provided as needed.

All program staff should participate in continuing education related to their activities. Programs should maintain documentation of continuing education to evaluate the scope

and effectiveness of the staff training program. Training opportunities may also be provided through AFHP, Reproductive Health National Training Center (<http://www.rhntc.org>), or other professional resources.

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate records demonstrate the assessment(s) of staff training needs and a training plan that addresses key requirements of the Title X program and priority areas.
2. Service site policy requires orientation for all new project personnel.
3. Documentation at service sites includes records of orientation and in-service training for all project personnel.

Title X Requirement - 1.7.2 Training on Federal/State Reporting Requirements

The project's training plan should provide for routine training of staff on Federal/State requirements for reporting or notification of child abuse, child molestation, sexual abuse, rape or incest, intimate partner violence as well as on human trafficking (42 CFR 59.17).

Additional AFHP Standard

Trainings required in Section 1.7.1 are required to be conducted upon hire and annually as stated in the delegate's training plan.

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate documentation includes evidence of staff training within the current project period specific to this area which may include attendance records and certificates.
2. Service site policies ensure that staff has received annual training on Federal/State and local-specific reporting/notification requirements for each of these topics.

Title X Requirement - 1.7.3 Training on Minors (Family Involvement and Coercion)

The project's training plan should provide for routine training on involving family members in the decision of minors to seek family planning services and on counseling minors on how to resist being coerced into engaging in sexual activities (42 CFR 59.2, 59.17)

Additional AFHP Standard

In addition to the Requirement above, project staff are required to receive training on state-specific reporting/notification requirements. Trainings for all topics listed in this section are required to be conducted upon hire and annually as stated in the delegate's training plan.

QFP Recommendation

None

Evidence Requirement is Met

1. Service site policies require annual training specific to this area.
2. Documentation at service sites includes records of annual staff training on minors, family involvement, and coercion.

Title X Requirement - 1.8 Planning and Evaluation

Grantees must ensure that the project is competently and efficiently administered (42 CFR 59.5(a)(13)).

Additional AFHP Standard

Delegate agencies must submit encounter level data to AFHP's Centralized Data System (CDS). Each month's encounter data should be received by AFHP via CDS no later than the close of business on the 15th day of the following month. Complete instructions for data submission are available in AFHP's Data Manual, Submission Guidelines & Codebook Guide (see AFHP Delegate Homepage in CDS) (<https://www.arizonafamilyhealth.org/CDS/>).

QFP Recommendation

When designing evaluations, projects should follow the QFP, which defines what services to provide and how to do so and thereby provides a framework by which program evaluations can be developed. Projects should also follow the QFP that defines 'quality' care and describes how to conduct quality improvement processes so that performance is monitored and improved on an ongoing basis. Quality Improvement (QI) activities should be overseen by the grantee and occur at both the grantee and sub-recipient levels.

1. Delegate project records document the use of ongoing (i.e., at least annually) quality improvement processes related to the contraceptive use measure (see #1 above).
2. Delegate demonstrates use of CDS data to calculate for their service sites the percentage of adolescent and adult women at risk of unintended pregnancy who use: (a) a most or moderately effective method of contraception, and (b) long-acting reversible methods of contraception.
3. Delegate project records document the use of ongoing (i.e., at least annually) quality improvement processes related to the contraceptive use measure across all service sites (see #2 above), and a description of steps taken by the sub-recipients and service sites in response to findings.
4. Delegate project records demonstrate the use of data at service site level to monitor other aspects of quality care (e.g., client experience, chlamydia screening rates, timelines, and efficiency).

Evidence Requirement is Met

1. Delegate collects and submits data for the Family Planning Annual Report (FPAR) in a timely, complete, and accurate manner.

2. PROJECT SERVICES AND CLIENTS

Projects funded under Title X are intended to enable all persons who want to obtain family planning care to have access to such services. Projects must provide for comprehensive medical, informational, educational, social, and referral services related to family planning for clients who want such services.

Title X Requirement - 2.1 Priority Clients

Priority for project services is to persons from low- income families (Section 1006(c) (1), PHS Act; 42 CFR 59.5(a) (6)).

Additional AFHP Standard

None

QFP Recommendation

None

Evidence Requirement is Met

1. Data submitted to the AFHP's Centralized Data System by the delegate demonstrates that more than half of clients served have incomes that are at or below 100% of the Federal Poverty Level (FPL).
2. Delegate service site(s) are located in locations that are accessible for low-income persons.

Title X Requirement – 2.2 Client Dignity

Services must be provided in a manner which protects the dignity of the individual (42 CFR 59.5 (a) (3)).

Additional AFHP Standard

Education provided should be appropriate to the client's age and level of knowledge and presented in an unbiased manner. Client education must be noted in the client's clinical chart.

Client Grievances

The agency must have a policy in place describing the process to address and resolve client problems regarding a variety of issues including but not limited to:

- a problem or conflict with their provider;
- questions about the availability or accessibility of certain types of services;

- disagreement with an administrative or medical staff member, process or policy; and,
- decisions made about eligibility for services or programs.

This policy must contain staff roles and responsibilities, description of a tracking system to document the process and communications regarding complaints, and timelines for resolution of issues and communication with the client.

QFP Recommendation

A core premise of Recommendations for Providing Quality Family Planning Services is that quality services are client-centered, which includes providing services in a respectful and culturally competent manner.

1. The delegate needs assessments or other documentation (including those of the service-sites) describe populations that may be in need of culturally competent care.
2. The delegate has written policies and procedures that require their sites to receive training in culturally competent care. This should include how to meet the needs of the following key populations: LGBTQ, adolescents, individuals with limited English-proficiency and the disabled.
3. Documentation (e.g., training records) that demonstrates staff has received training in providing culturally competent care to populations identified in the needs assessment.
4. Observation of the clinic environment demonstrates that it is welcoming (i.e., Privacy, cleanliness of exam rooms, ease of access to service, fair and equitable charges for services including waiver of fees for “good reasons,” language assistance).
5. Surveys provided to clients document that clients perceive providers and other clinic staff to be respectful.

Evidence Requirement is Met

1. Service sites ensures protection of client privacy as evidenced in their policies and confirmed by consultant observation.
2. A patient bill of rights or other documentation which outlines client’s rights and responsibilities is available for review by the client.

Title X Requirement - 2.3 Non-Discriminatory Services

Services must be provided without regard to religion, race, color, national origin, disability, age, sex, number of pregnancies, or marital status (42 CFR 59.5 (a)(4)).

Additional AFHP Standard

None

QFP Recommendation

None

Evidence Requirement is Met

1. Service site has written policies and procedures that require services to be provided without regard to religion, race, color, national origin, disability, age, sex, number of pregnancies or marital status, and to inform staff of this requirement on an annual basis.
2. Documentation at sub-recipients and service sites (e.g., staff circulars, orientation documentation, training curricula) demonstrates that staff is informed on an annual basis that services must be provided without regard to religion, race, color, national origin, disability, age, sex, number of pregnancies or marital status.

Title X Requirement - 2.4 Availability of Social Services

Projects must 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 (42 CFR 59.5 (b) (2)).

Additional AFHP Standard

None

QFP Recommendation

None

Evidence Requirement is Met

1. The delegate's needs assessment has documented the social service and medical needs of the community to be served, as well as ancillary services that are needed to facilitate clinic attendance, and identified relevant social and medical services available to help meet those needs.
2. Delegate has developed a written implementation plan that addresses the related social service and medical needs of clients, as well as ancillary services needed to facilitate clinic attendance.
3. There is evidence of process to refer clients to relevant social and medical services agencies for example: child care agencies, transport providers, WIC programs. (Optimally signed, written collaborative agreements).
4. Medical records indicate that referrals were made based on documented specific conditions/issues.

Title X Requirement - 2.5 Availability and Use of Referrals

Except as provided in 42 CFR 59.14(a) with respect to the prohibition on referrals for abortion as a method of family planning, projects must 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 (42 CFR 59.5(b)(8)).

Additional AFHP Standard

Referrals for related and other services should be made to providers who offer services at a discount or sliding fee scale, where one exists.

Agencies must maintain a current list of health care providers, local health and human services departments, hospitals, voluntary agencies, and health services projects supported by other publicly funded programs to be used for referral purposes and to provide clients with a variety of providers to choose from.

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate has a written policy that requires service sites to develop and implement plans to coordinate with and refer clients to other providers of health care services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs.
2. Service site has plans to coordinate with and refer clients to other providers of health care.
3. Service sites have evidence of processes for effective referrals to relevant agencies, including: emergency care, HIV/AIDS care and treatment agencies, infertility specialists, and chronic care management providers, and providers of other medical services not provided on-site (Optimally, signed, written collaborative agreements).
4. Service site has evidence of referral for medically necessary prenatal care.

Title X Requirement - 2.6 Clinical Protocols and Standards of Care

All grantees should assure services provided within their projects operate within written clinical protocols that are in accordance with nationally recognized standards of care, approved by the grantee, and signed by the physician responsible for the service site.

Additional AFHP Standard

Delegates must inform all clinical staff of state and local STI reporting requirements in accordance with state laws to ensure that staff comply with all requirements (for Arizona see Arizona Administrative Code, Title 9, Chapter 6, for Utah see R386-702).

Every client who receives clinical and/or educational and counseling services through the Title X program must have a medical health record. Client records must be maintained in accordance with accepted clinical standards and retrievable by client name and number.

The reproductive life plan/pregnancy intention/attitude must be discussed and documented with all family planning clients including males and females alike, regardless of age and sexual orientation.

Laboratory tests and procedures should be provided in accordance with nationally recognized standards of care for the provision of a contraceptive method. Programs must establish a procedure for client notification and adequate follow-up of abnormal laboratory and physical findings consistent with the relevant federal or professional associations' clinical recommendations.

Delegates will maintain and monitor emergency medical supplies and provide appropriate client care in the event that there is a medical emergency within the health facility that may include but not limited to vaso-vagal, allergic reaction to medications.

QFP Recommendation

1. Written clinical protocols indicate that the full scope of family planning services are provided as defined in QFP including contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility, STD and preconception health services.
2. Service sites have current clinical protocols (i.e., updated within the past 12 months) that reflect the most current version of the federal and professional medical associations' recommendations for each type of service, as cited in QFP.
3. Written documentation that clinical staff has participated in training on QFP (e.g., training available from the Title X National Training Centers).
4. A review of medical records and/or observational assessment confirms that the recommended services are provided in a manner consistent with QFP including those identified in [tables 2 and 3](#) (pages 22-23) of the QFP.

Evidence Requirement is Met

1. The delegate has written policies and procedures demonstrating that they operate within written clinical protocols aligned with nationally recognized standards of care and signed by the Medical Director or physician responsible for the service site.
2. Service site clinical protocols align with nationally recognized standards of care.
3. Medical records document that clinical services align with approved protocols.

Title X Requirement - 2.7 Provision of Family Planning and Related Services

All projects must provide for medical services related to family planning (including physician's consultation, examination, prescription, and continuing supervision, laboratory examination, contraceptive supplies) and referral to other medical facilities when medically necessary, consistent with the prohibition on referral for abortion as a method of family planning in 42 CFR 59.14(a), and provide for the effective usage of contraceptive devices and practices (42 CFR 59.5(b)(1)).

This includes, but is not limited to emergencies that require referral. Efforts may be made to aid the client in finding potential resources for reimbursement of the referral provider, but projects are not responsible for the cost of this care.

Additional AFHP Standard

Delegates must comply with state and federal laws and professional practice regulations related to security and record keeping for drugs and devices, labeling, client education, inventory, supply and provision of pharmaceuticals. All prescription drugs must be stored in a locked cabinet or room (see AZ Board of Nursing R4-19-513).

If the program cannot meet the applicable federal or state statutes regarding pharmaceuticals, the agency should contract with a consulting pharmacist to provide record keeping, inventory and dispensing services. Prescribing and dispensing must only be done by qualified health professionals legally authorized to do so. The delegate agency must have policies and procedures in effect for the prescribing, dispensing and administering of medications. The pharmacy protocols and procedures manual should be current, address adherence to 340B regulations, and available at all health center sites with standing order procedures for medication administration, when applicable.

If the program has written standing orders, they should be signed by the program's Medical Director, and should outline procedures for the provision of each service offered.

QFP Recommendation

None

Evidence Requirement is Met

1. Current written (i.e., updated within the past 12 months) clinical protocols clearly indicate that the following services will be offered to female, male and adolescent clients as appropriate: a broad range of contraceptives, pregnancy testing and counseling, services to assist with achieving pregnancy, basic infertility services, STD services, and preconception health services.
2. Breast and cervical cancer screening are available onsite and are offered to clients, if applicable.

3. Written collaborative agreements with relevant referral agencies exist, including: emergency care, HIV/AIDS care and treatment providers, infertility specialists, primary care and chronic care management providers.
4. Medical records document that clients are provided referrals when medically indicated.

Title X Requirement - 2.8 Range of Family Planning Methods

All projects must provide a broad range of acceptable and effective family planning methods (including contraceptives, natural family planning or other fertility awareness-based methods) and services (including infertility services, information about or referrals for adoption, and services for adolescents). If an organization offers only a single method or a limited number of methods of family planning, it may participate as part of a project as long as the entire project offers a broad range of family planning methods and services. (42 CFR 59.5(a)(1)).

Additional AFHP Standard

Observation demonstrates counseling recommendations in accordance with the principles presented in QFP. See QFP [Appendix C](#) (pages 45-46) for the key principles of providing quality counseling for a complete description of the principles listed above.

QFP Recommendation

1. All services listed in QFP are offered to female and male clients, including adolescents as specified in clinical protocols.
2. A review of clinic/pharmacy records demonstrates no stock-out of any contraceptive method that is routinely offered occurred during the past 6 months.
3. A review of the service site's FPAR data demonstrates that the proportion of males receiving family planning services is close to or above the national average.
4. A review of medical records confirms that adolescents have been counseled about abstinence, the use of condoms and other contraceptive methods, including LARCs.

Evidence Requirement is Met

1. Medical record reviews demonstrate that clients are provided 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).
2. A review of the current stock of contraceptive methods demonstrates that a broad range of methods, including LARCs, are available onsite (optimally) or by referral.

Title X Requirement - 2.9 Durational Residency Requirements

Services must be provided without the imposition of any durational residency requirement or requirement that the client be referred by a physician (42 CFR 59.5(b) (5)).

Additional AFHP Standard

None

QFP Recommendation

None

Evidence Requirement is Met

1. The delegate has a written policy stating that services must be provided without the imposition of any durational residence requirement or a requirement that the client be referred by a physician.

Title X Requirement - 2.10 Pregnancy Testing and Diagnosis

Because Title X funds are intended only for family planning, once a client served by a Title X project is medically verified as pregnant, she shall be referred to a health care provider for medically necessary prenatal health care. The Title X provider may also choose to provide the following counseling and/or information to her:

- (i) Nondirective pregnancy counseling, when provided by physicians or advanced practice providers;
- (ii) A list of licensed, qualified, comprehensive primary health care providers (including providers of prenatal care);
- (iii) Referral to social services or adoption agencies; and/or
- (iv) Information about maintaining the health of the mother and unborn child during pregnancy.

In cases in which emergency care is required, the Title X project shall only be required to refer the client immediately to an appropriate provider of medical services needed to address the emergency.

A Title X project may not use the provision of any prenatal, social service, emergency medical, or other referral, of any counseling, or of any provider lists, as an indirect means of encouraging or promoting abortion as a method of family planning. The list of licensed, qualified, comprehensive primary health care providers (including providers of prenatal care) in bullet ii above may be limited to those that do not provide abortion, or may include licensed, qualified, comprehensive primary health care providers (including providers of prenatal care), some, but not the majority, of which also provide abortion as part of their comprehensive health care services. Neither the list nor project staff may identify which providers on the list perform abortion.

Nothing here shall be construed as prohibiting the provision of information to a project client that is medically necessary to assess the risks and benefits of different methods of contraception in the course of selecting a method, provided that the provision of such information does not promote abortion as a method of family planning. (42 CFR 59.14)

Additional AFHP Standard

Clients who are aware that they are pregnant, seeking a written confirmation of the pregnancy, and refuse/are not provided counseling and education, must not be reported as a family planning client.

QFP Recommendation

1. Written clinical protocols regarding pregnancy testing and counseling are in accordance with the recommendations presented in QFP, including reproductive life planning discussions and medical histories that include any coexisting conditions.
2. Chart review demonstrates that clients with a positive pregnancy test receive appropriate counseling and are assessed regarding their social support.
3. Chart review demonstrates that clients with a negative pregnancy test who do not want to become pregnant are offered same day contraception, if appropriate.
4. Staff has received training on pregnancy counseling recommendations presented in QFP at least once during employment.
5. Observation and/or medical record review demonstrates counseling recommendations in accordance with the principles presented in QFP including reproductive life planning discussions.

Evidence Requirement is Met

1. The delegate has written policies and procedures requiring their sites to provide a referral to a health care provider for medically necessary prenatal health care, once a client served by a Title X project is medically verified as pregnant.
2. If the delegate has chosen to include nondirective pregnancy counseling in its Title X project, they have written clinical protocols ensuring that pregnant clients may be offered 1) neutral, factual information, and 2) non-directive pregnancy counseling, when provided by a physician or Advanced Practice Provider.
3. The delegate has written policies and procedures consistent with laws that protect the conscience rights of individuals.
4. If the delegate has chosen to include nondirective pregnancy counseling in its Title X project, medical records of pregnant clients document that information and counseling provided was nondirective, and was provided by a physician or Advanced Practice Provider.
5. Medical records of pregnant clients document that referral for medically necessary prenatal care has been made.
6. Medical records of pregnant clients document that referrals for abortion have only occurred in cases of medical emergencies, or in the case of incest or rape.
7. If the service site has chosen to include a provider list as part of its Title X project, written protocols and lists demonstrate that any list provided to clients includes licensed, qualified, comprehensive primary health care providers (including providers of prenatal care), some (but not the majority) of which may provide abortion as part of their comprehensive health care services.

Title X Requirement - 2.11 Compliance with Legislative Mandates

Title X grantees must comply with applicable legislative mandates set out in the HHS appropriations act. Grantees must have written policies in place that address these legislative mandates:

“None of the funds appropriated in the Act may be made available to any entity under Title X of the Public Health Service Act unless the applicant for the award certifies to the Secretary of Health and Human Services that it encourages family participation in the decision of minors to seek family planning services and that it provides counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities.”

“Notwithstanding any other provision of law, no provider of services under Title X of the Public Health Service Act shall be exempt from any State law requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest.”

Additional AFHP Standard

Delegates are advised to consult with legal counsel to ensure that their policies are in compliance with state law. Delegates must have a mechanism to track reports submitted to law enforcement agencies. Delegates are encouraged to inform minor clients about the reporting requirement up front, and involve adolescent clients in the steps required to comply with the law.

QFP Recommendation

None

Evidence Requirement is Met

1. The delegate has written policies and procedures requiring their sites to inform their staff annually that: (a) clinic staff must encourage family participation in the decision of minors to seek family planning services, (b) minors must be counseled on how to resist attempts to coerce them into engaging in sexual activities, and (c) State law must be followed requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest.
2. Documentation (e.g., staff circulars, training curricula) demonstrates that all staff has been formally informed about items 1a-c above at least once annually.
3. Medical records of minors document encouragement regarding family participation in their decision to seek family planning services and counseling on how to resist attempts to being coerced into engaging in sexual activities.
4. A review of medical records confirms that in instances where minors have not been encouraged to include their family in family planning decisions, the reasons for not having done so are documented.

3. CONFIDENTIALITY

Every project must have safeguards to ensure client confidentiality. Information obtained by project staff about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Concern with respect to the confidentiality of information may not be used as a rationale for noncompliance with laws requiring notification or reporting of child abuse, child molestation, sexual abuse, rape, incest, intimate partner violence, human trafficking or other similar reporting laws. Information may otherwise be disclosed only in summary, statistical, or other form that does not identify the individual (42 CFR 59.11).

Additional AFHP Standard

Delegate agencies must have a mechanism in place to ensure clients are not contacted if requested. Information obtained by the medical staff about individuals receiving services may not be disclosed without the client's consent, except as required by law or as necessary to provide emergency services. Clients must be informed about any exceptions to confidentiality.

AFHP, delegate agency and any health care providers that have access to identifying information are bound by Arizona Revised Statute (A.R.S.) §36-160, Confidentiality of Records and by Utah 78B-5-618. Delegate agencies must also provide for client's privacy during: registration, eligibility determination, history taking, examination, counseling and fee collection.

Confidentiality and Release of Records

A confidentiality assurance statement must appear in the client's medical record. When information is requested, agencies must release only the specific information requested. Information collected for reporting purposes may be disclosed only in a form which does not identify particular individuals.

Release of information must be signed by the client; the release must be dated and specify to whom disclosure is authorized, what information is to be shared (HIV, CT, Pap, etc.), the purpose for disclosure and the time period during which the release is effective. Clients transferring to other providers must be provided with a copy or summary of their medical record, upon request, to expedite continuity of care. Family planning providers should make arrangements for the transfer of pertinent client information, including medical records to a referral provider. Client information must only be transferred after the client has given written, signed consent.

Agencies are expected to be in compliance with the confidentiality requirements under the Health Information Portability and Accountability Act (HIPAA). Delegate has a policy stating the frequency with which they conduct HIPAA training and the policy is followed.

QFP Recommendation

None

Evidence Requirement is Met

1. Documentation (e.g., staff circulars, new employee orientation documentation, training curricula) demonstrates that staff has been informed at least once during period of employment about policies related to preserving client confidentiality and privacy.
2. Written clinical protocols and policies have statements related to client confidentiality and privacy.
3. The health records system has safeguards in place to ensure adequate privacy, security, and appropriate access to personal health information.
4. There is evidence that HIPAA privacy forms are provided to clients and signed forms are collected as required.
5. General consent forms for services state that services will be provided in a confidential manner and note any limitations that may apply.
6. Third party billing is processed in a manner that does not breach client confidentiality, particularly in sensitive cases (e.g., adolescents or young adults seeking confidential services, or individuals for whom billing the policy holder could result in interpersonal violence).
7. Client education materials (e.g., posters, videos, flyers) noting the client's right to confidential services are freely available to clients.
8. The physical layout of the facility ensures that client services are provided in a manner that allows for confidentiality and privacy.

4. COMMUNITY PARTICIPATION, EDUCATION, AND PROJECT PROMOTION

Title X grantees are expected to provide for community participation and education and to promote the activities of the project.

Title X Requirement – 4.1 Collaborative Planning and Community Engagement

Title X grantees and sub-recipient agencies must provide an opportunity for participation in the development, implementation, and evaluation of the project by persons broadly representative of all significant elements of the population to be served; and by persons in the community knowledgeable about the community's needs for family planning services (42 CFR 59.5(b) (10)).

Additional AFHP Standard

AFHP considers this requirement as met by having a community advisory board representative of the population served that meets on a regular basis per the delegates' policies. For those

agencies that have a Board of Directors (BOD) that is representative of the community, the BOD can be the body that fills this requirement.

Delegate agency should have a policy to prevent employees, consultants, or members of governing/advisory bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others.

QFP Recommendation

None

Evidence Requirement is Met

1. The delegate has a written policy and procedures in place for ensuring that there is an opportunity for community participation in developing, implementing, and evaluating the project plan. Participants should include individuals who are broadly representative of the population to be served, and who are knowledgeable about the community's needs for family planning services.
2. The community engagement plan: (a) engages diverse community members including adolescents and current clients, and (b) specifies ways that community members will be involved in efforts to develop, assess, and/or evaluate the program.
3. Documentation demonstrates that the community engagement plan has been implemented (e.g., reports, meeting minutes, etc.)

Title X Requirement – 4.2 Community Awareness and Education

Each family planning project must provide for community information and education programs. Community education should serve to achieve community understanding of the objectives of the project, make known the availability of services to potential clients, and encourage continued participation by persons to whom family planning services may be beneficial. (42 CFR 59.5(b)(3)). The community education program(s) should be based on an assessment of the needs of the community and should contain an implementation and evaluation strategy.

Additional AFHP Standard

Delegate agencies should also promote the availability of Title X services in their brochures, newsletters, on websites and in the health center waiting areas, noting that services are offered on a sliding fee schedule.

Promotion activities should be documented and reviewed annually and be responsive to the changing needs of the community.

A variety of approaches can be used to accomplish this requirement. Some examples of techniques which can be used are:

1. Discussions with groups, classes, or community-based health and social service providers, to increase their knowledge of family planning and Title X services and assist them with referring clients for services;
2. Development of fliers, brochures, or posters which increase awareness of family planning services, related health issues or provide information on Title X services and health center sites; and,
3. The use of mass media such as public service announcements or press release which increase general awareness of family planning and/or Title X Programs.

All materials published with Title X funding include a funding acknowledgement. Below is language that can be utilized to meet this requirement.

Recommended Funding Acknowledgment for materials published with Title X funds:

"This publication was made possible by Grant Number XXXXXXXXXXXX from the U.S. Department of Health and Human Services. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the U.S. Department of Health Services."

Discounted Services:

"You may be eligible for no cost or discounted family planning services. Contact (xxx) xxx-xxxx for more information."

QFP Recommendation

None

Evidence Requirement is Met

1. The delegate has policies and procedures in place to guide community awareness and community education activities.
2. Documentation demonstrates that the grantee conducts periodic assessment of the needs of the community with regard to their awareness of and need for access to family planning services.
3. Delegate has a written community education and service promotion plan that has been implemented (e.g., media spots/materials developed, event photos, participant logs, and monitoring reports). The plan: (a) states that the purpose is to enhance community understanding of the objectives of the project, make known the availability of services to potential clients, and encourage continued participation by persons to whom family planning may be beneficial, (b) promotes the use of family planning among those with unmet need, (c) utilizes an appropriate range of methods to reach the community, and (d) includes an evaluation strategy.
4. Documentation that evaluation has been conducted, and that program activities have been modified in response.

5. INFORMATION AND EDUCATION MATERIALS APPROVAL

Every project is responsible for reviewing and approving informational and educational materials. The Information and Education (I&E) Advisory Committee may serve the community participation function in 42 CFR 59.5(b)(10) if it meets the requirements, or a separate group may be identified.

Title X Requirement – 5.1 Materials Review and Approval Process

Title X grantees and sub-recipient agencies are required to have a review and approval process, by an Advisory Committee, of all informational and educational materials developed or made available under the project prior to their distribution (Section 1006 (d)(2), PHS Act; 42 CFR 59.6(a)).

Additional AFHP Standard

Delegate agency I&E policies must clearly state how frequently materials will be reviewed. Refer to I&E toolkit for resources to use to meet this requirement, which can be found on the AFHP Delegate Homepage in CDS (<https://www.arizonafamilyhealth.org/CDS/>).

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate has policies and procedures that ensure materials are reviewed prior to being made available to the clients that receive services within the project.
2. Delegate has written policies and procedures for reviewing all informational and educational materials prior to their distribution.
3. Committee meeting minutes demonstrate the process used to review and approve materials.
4. Educational materials available at the service sites have been approved by the I&E Committee.

Title X Requirement – 5.2 Advisory Committee Diversity

The committee must 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 (42 CFR 59.6 (b)(2)).

Additional AFHP Standard

Refer to I&E toolkit for resources to use to meet this requirement, which can be found on the AFHP Delegate Homepage in CDS (<https://www.arizonafamilyhealth.org/CDS/>).

QFP Recommendation

None

Evidence Requirement is Met

1. The delegate has established a project advisory committee that is comprised of members who are broadly representative of the population served.
2. The delegate has written policies to establish and oversee an advisory committee.
3. Delegate documentation (meeting minutes, lists of advisory committee members, etc.) demonstrates this requirement has been met.

Title X Requirement – 5.3 Advisory Committee Membership

Each Title X grantee must have an Advisory Committee of five to nine members, except that the size provision may be waived by the Secretary for good cause shown (42 CFR 59.6(b)(1)). This Advisory Committee must review and approve all informational and educational (I&E) materials developed or made available under the project prior to their distribution to assure that the materials are suitable for the population and community for which they are intended and to assure their consistency with the purposes of Title X (Section 1006(d) (1), PHS Act; 42 CFR 59.6(a)).

Additional AFHP Standard

Refer to I&E toolkit for resources to use to meet this requirement, which can be found on the AFHP Delegate Homepage in CDS (<https://www.arizonafamilyhealth.org/CDS/>).

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate has policies and procedures in place to address the Advisory Committee requirements.
2. Delegate maintains and updates Lists/Rosters of Advisory Committee members.
3. Delegate maintains Advisory Committee written meeting minutes.
4. Advisory committee minutes indicate that the committee is active.

Title X Requirement – 5.5 Advisory Committee Responsibility for Materials Review

The Advisory Committee(s) may delegate responsibility for the review of the factual, technical, and clinical accuracy to appropriate project staff; however, final responsibility for approval of the I&E materials rests with the Advisory Committee.

Additional AFHP Standard

Refer to I&E toolkit for resources to meet this requirement, which can be found on the AFHP Delegate Homepage in CDS (<https://www.arizonafamilyhealth.org/CDS/>).

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate policies and procedures specify the factual, technical and clinical accuracy components of the review are delegated to project staff.
2. If review of factual, technical, and /or clinical content has been delegated, there is evidence of Advisory Committee oversight and final approval.

Title X Requirement – 5.6 Advisory Committee Requirements

The I&E Advisory Committee(s) must:

- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community to which it is to be made available; and
- Establish a written record of its determinations (Section 1006(d), PHS Act; 42 CFR 59.6(b)).

Additional AFHP Standard

Refer to I&E toolkit for resources to use to meet this requirement, which can be found on the AFHP Delegate Homepage in CDS (<https://www.arizonafamilyhealth.org/CDS/>).

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate policies and procedures document that the required elements of this section are addressed.
2. Meeting minutes and/or review forms document that all required components are addressed.

6. ADDITIONAL ADMINISTRATIVE REQUIREMENTS

This section addresses additional requirements that are applicable to the Title X Program and are set out in authorities other than the Title X statute and implementing regulations.

Title X Requirement - 6.1 Facilities and Accessibility of Services

Title X clinics must have written policies that are consistent with the HHS Office for Civil Rights policy document, *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons* (August 4, 2003) (HHS Grants Policy Statement 2007, II-23).

Projects may not discriminate on the basis of disability and, when viewed in their entirety, facilities must be readily accessible to people with disabilities (45 CFR part 84).

Additional AFHP Standard

Title X service sites should be geographically accessible for the population being served. Delegates should consider clients' access to transportation, clinic locations, hours of operation, and other factors that influence clients' abilities to access services.

Title X service sites should have plans to respond to disasters, emergencies, epidemics, and pandemics to ensure continuity of services to clients in their communities as circumstances permit.

Delegate agencies are required to develop policies and procedures for addressing the language assistance needs of persons who are not proficient or are limited in their ability to communicate in the English language ("Limited English Proficiency, or "LEP" individuals). In order to ensure that LEP individuals have equal access to Title X funded services, delegate agencies should at a minimum:

- Have a procedure in place for identifying the language needs of clients.
- Have ready access to, and provide services, of trained interpreters in a timely manner during hours of operation. Delegate agencies are expected to have bilingual staff on-site. AFHP will facilitate and cover the cost for language services through an interpreter service on an as-needed basis.
- Continuously display posters and signs, in appropriate non-English languages, in health center areas informing LEP clients of the right to language assistance and interpreter services at no cost. Clients may choose to, but should not be expected to, provide their own interpreter. Minors should never be used as interpreters in a reproductive health care setting.

AFHP provides language assistance through Certified Languages International (CLI) for interpreting services. See **Appendix 1** for specific instructions.

QFP Recommendation

When developing written policies that meet these requirements, projects implement the recommendations presented in "[Appendix E](#)" (pages 48-49) of the QFP.

1. Educational materials are clear and easy to understand (e.g., 4th-6th grade reading level).
2. Observation demonstrates that information is presented in a way that emphasizes essential points (e.g., limits the amount of information presented appropriately).
3. Observation demonstrates information on risks and benefits is communicated in a way that is easily understood (e.g., using natural frequencies and common denominators).

4. Information provided during counseling is culturally appropriate and reflects the client's beliefs, ethnic background, and cultural practices.
5. Educational materials are tailored to literacy, age, and language preferences of client populations.

Evidence Requirement is Met

1. Policies assure language translation services are readily provided when needed.
2. Service site documentation indicates that staff is aware of policies and processes that exist to access language translation services when needed.
3. Policies and procedures ensure access to services for individuals with disabilities at service sites.
4. Delegate maintains documentation of any accommodations made for disabled individuals.
5. Project sites are free from obvious structural or other barriers that would prevent disabled individuals from accessing services.

Title X Requirement - 6.2 Human Subjects Clearance (Research)

Research conducted within Title X projects may be subject to Department of Health and Human Services regulations regarding the protection of human subjects (45 CFR Part 46). The grantee/sub-recipient should advise their Regional Office in writing of any research projects that involve Title X clients (HHS Grants Policy Statement 2007, II-9).

Additional AFHP Standard

As applicable, proof of Institutional Review Board (IRB) clearance and the approved consent form also need to be submitted to AFHP. If the research project is approved, delegate must submit a written semi-annual status update and a final report of the research project.

Delegate agency has a policy indicating that they will notify AFHP in writing of any research projects that involve family planning clients.

QFP Recommendation

None

Evidence Requirement is Met

1. Delegate policies address this requirement.

AFHP Standard – 6.3 Close-Out

Additional AFHP Standard

See **Appendix 2** for AFHP Delegate Close-Out Checklist

PROGRAM POLICY NOTICES

OPA Program Policy Notice: Confidential Services to Adolescents

Clarification regarding “*Program Requirements for Title X Family Planning Projects*” Confidential Services to Adolescents OPA Program Policy Notice 2014-01

Release Date: June 5, 2014

Clarification

It continues to be the case that Title X projects may not require written consent of parents or guardians for the provision of services to minors. Nor can any Title X project staff notify a parent or guardian before or after a minor has requested and/or received Title X family planning services.

Title X projects, however, must comply with legislative mandates that require them to encourage family participation in the decision of minors to seek family planning services, and provide counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities. In addition, all Title X providers must comply with State laws requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest.

Additional AFHP Standard

AFHP Guidance for PPN 2014-01:

Delegate agency must have a policy that states that adolescents require age-appropriate information and skilled counseling services. Services to adolescents should be available on a walk-in basis or on short notice. It should not be assumed that all adolescents are sexually active.

Delegate agencies should inform minor clients of the health center’s legal requirements and policy regarding mandated reports to local law enforcement agencies. The health center must have policies regarding reporting of child abuse or neglect and should involve adolescent clients in the steps required to comply with those laws. Health centers must also have a mechanism to track reports to local law enforcement agencies. Health centers are advised to consult with legal counsel to ensure that their policies are in compliance with state law.

AFHP Recommended Evidence:

1. Medical records contain documentation of counseling on family participation at each visit (specific action or reason why family participation was not encouraged)
2. Medical records contain documentation of counseling on resisting sexual coercion at each visit

QFP Recommendation

None

Evidence Requirement is Met

No federal evidence required at the time this PSPM was published.

OPA Program Policy Notice: Integrating with Primary Care Providers**Clarification regarding “*Program Requirements for Title X Family Planning Projects*”
Integrating with Primary Care Providers OPA Program Policy Notice 2016-11**

Release Date: November 22, 2016

Clarification

This section provides clarification for some of the most common issues facing Title X Family Planning (FP) providers when integrating with primary care organizations, and suggests sample strategies to overcome these issues. Endnotes are provided for reference to the applicable section(s) of the Title X and HRSA Health Center Program Requirements aligned with each strategy.

Issue 1: Nominal Charge and Sliding Fee Discount Schedules (SFDS)

The HRSA Health Center Program and the OPA Title X Program have unique Sliding Fee Discount Schedule (SFDS) program requirements, which include having differing upper limits. HRSA’s policies, currently contained in [Policy Information Notice \(PIN\) 2014-02](#), allow health centers to accommodate the further discounting of services as required by Title X regulations. Title X agencies (or providers) that are integrated with or receive funding from the HRSA Health Center Program may have dual fee discount schedules: one schedule that ranges from 101% to 200% of the Federal Poverty Level (FPL) for all health center services, and one schedule that ranges from 101% to 250% FPL for clients receiving **only** Title X family planning services directly related to preventing or achieving pregnancy, and as defined in their approved Title X project.

Title X agencies and providers may consult with the health center if they have additional questions regarding implementing discounting schedules that comply with Title X and Health Center Program requirements, which may result in the health center needing to consult their HRSA Health Center Program Project Officer.

To decide which SFDS to use, the health center should determine whether a client is receiving **only Title X family planning services** (Title X family planning services are defined by the service contract between the Title X grantee and health center) or **health center services in addition to Title X family planning services within the same visit**.

The following guidance applies specifically to clients who receive **only Title X family planning services** that are directly related to preventing or achieving pregnancy:

- Clients receiving only Title X family planning services with family incomes at or below 100% of the FPL must not be charged for services received. In order to comply with Title X regulations, any nominal fee typically collected by a HRSA health center program grantee or look-alike would **not be charged to the client receiving only Title X family planning services.**
- Clients receiving only Title X family planning services with family incomes that are between 101% FPL and 250% FPL must be charged in accordance with a specific Title X SFDS based on the client's ability to pay. Any differences between charges based on applying the Title X SFDS and the health center's discounting schedule could be allocated to Title X grant funds. This allocation is aligned with the guidance provided in HRSA's PIN 2014-02, as discussed above. This PIN states that program grantees, *"may receive or have access to other funding sources (e.g., Federal, State, local, or private funds) that contain terms and conditions for reducing patient costs for specific services. These terms and conditions may apply to patients over 200 percent of the FPG [Federal Poverty Guidelines]. In such cases, it is permissible for a health center to allocate a portion (or all) of this patient's charge to this grant or subsidy funding source.*
- Note that unemancipated minors who receive confidential Title X family planning services must be billed according to the income of the minor.

The following guidance applies specifically to clients who receive **health center services in addition to Title X family planning services within the same visit:**

- For clients receiving health center services in addition to Title X family planning services, as defined above, within the same visit, the health center or look-alike may utilize its health center discounting schedule (which ranges from 101% to 200% FPL) including collecting one nominal fee for health center services provided to clients with family incomes at or below 100% FPL.

Issue 2: Fulfilling Data Reporting Requirements

To comply with mandatory program reporting requirements for both the Title X and HRSA Health Center Program, health centers that are integrated with Title X funded agencies must provide data on services provided that are relevant to either or both through FPAR and UDS, as appropriate. In cases where a data element is applicable to both FPAR and UDS, reporting such data to each report does not result in "double" credit for services provided; rather, it ensures that both Title X and HRSA receive accurate information on services provided to clients during the given reporting period.

Further instructions on how a family planning "user" is defined can be found in the [FPAR Forms & Instructions](#) guidance document.

Issue 3: Sliding Fee Discount Schedule Eligibility for Individuals Seeking Confidential Services

For individuals requesting that Title X family planning services provided to them are confidential (i.e., they do not want their information disclosed in any way, including for third-party billing), the provider should ensure that appropriate measures are in place to protect the client's information, beyond HIPAA privacy assurances. Providers **may not bill third-party payers** for services in such cases where confidentiality cannot be assured (e.g., a payer does not suppress Explanation of Benefits documents and does not remove such information from claims history and other documents accessible to the policy holder). Providers may request payment from clients at the time of the visit for any confidential services provided that cannot be disclosed to third-party payers, as long as the provider uses the appropriate SFDS. Inability to pay, however, cannot be a barrier to services. Providers may bill third-party payers for services that the client identifies as non-confidential.

Additional AFHP Standard

AFHP Guidance for PPN 2016-11:

None

AFHP Recommended Evidence:

1. Medical records contain documentation of appropriate billing
2. Data reporting procedures for CDS and UDS
3. Billing procedures that preserve client confidentiality

QFP Recommendation

None

Evidence Requirement is Met

No federal evidence required at the time this PSPM was published.

APPENDIX 1

Instructions for Certified Languages International (CLI)

1. Dial 1-800-225-5254
2. When the operator answers, tell them:
 - a. That you are calling from the Arizona Family Health Partnership Title X Clinics
 - b. Your customer code is: (ARIZFPC)
 - c. The language that you need interpreted
Your name, phone number, the client's ID number, and which health center you are calling from (you will need to know your CDS health center ID)
3. The operator will connect you with an interpreter promptly.

APPENDIX 2**AFHP Delegate Close-Out Checklist**

Task	Target Completion Date	Responsible Party	Actual Completion Date
Submit to AFHP: a) A written plan which addresses the provisions being made for notifying clients of termination of services OR b) Written confirmation that access to services and the scope of services will not change. c) If terminating a health center, provide a copy of the letter that will be sent to clients notifying them of the closure with a list of nearby Title X clinics or similar sliding fee providers.	30 days prior to the contract termination date		
Provide AFHP with confirmation that all subcontracts solely related to the Title X contract are terminated. a) Provide AFHP with a written plan for how subcontractors will be notified b) Provide AFHP with a list of all subcontracts related to the Title X contract c) Dates for subcontractor notification must be included	30 days prior to the contract termination date		
Provide AFHP with information accounting for any real and personal property acquired with federal funding	Prior to final payment		
Provide AFHP plans to return or purchase from AFHP capital equipment purchased with Title X funds that were greater than \$5,000 and are not fully depreciated at the end of the contract period.	30 days prior to contract termination date		
Make arrangements with AFHP for the purchase of, transfer or delivery of any materials, equipment or documents related to the Title X program.	No later than 30 days after the end of the contract		

Provide AFHP with a written request for any requests for adjustments to the contract award amount.	30 days prior to contract termination date. AFHP reserves the right to disallow any costs resulting from obligations incurred by the delegate agency during a termination unless these costs were approved or authorized by AFHP.		
Provide AFHP with a refund for any balances owed to AFHP for advances or other unauthorized costs incurred with contract funds.	Prior to final payment		
The Authorizing Official at the delegate agency must submit a 340B “Change Request Form” to end the 340B program for family planning services. The form can be found here: http://www.hrsa.gov/opa/programrequirements/forms/340bchangeform.pdf	Prior to the last day of clinic services		
Provide AFHP with a written description of how remaining 340B drugs will be used, returned, or destroyed. Note: 340B covered entities are prohibited from transferring 340B drugs to a different covered entity.	30 days prior to the health center closure		
Submit client data into AFHP’s Central Data System (CDS).	The 15 th of the month following the last day of clinic services		
Remove information regarding the Title X program from agency’s website.	During the last week of clinic services		
Provide AFHP with all outstanding financial, performance and programmatic reports.	45 days after the contract termination date or on the date stipulated in the contract, whichever is sooner		
Ensure adherence to document and record retention per agency’s policy	Ongoing, per agency’s policy		

Final payment will be held until all Title X financial, performance, programmatic reports have been received, and arrangements have been made for all materials, equipment, and documents.

Fiscal Year 2019 Program Priorities

Each year the OPA establishes program priorities that represent overarching goals for the Title X program. Program priorities derive from Healthy People 2020 Objectives and from the Department of Health and Human Services (HHS) priorities. Project plans should be developed that address the 2019 Title X program priorities, and should provide evidence of the project's capacity to address program priorities as they evolve in future years.

The 2019 program priorities are as follows:

Title X Priorities include all of the legal requirements covered within the Title X statute, regulations, and legislative mandates. All applicants must comply with the requirements regarding the provision of family planning services that can be found in the statute (Title X of the Public Health Service Act, 42 U.S.C. § 300 et seq.) and the implementing regulations (42 CFR part 59, subpart A), as applicable. In addition, sterilization of clients as part of the Title X program must be consistent with 42 CFR part 50, subpart B (*"Sterilization of Persons in Federally Assisted Family Planning Projects"*).

Title X Statute and Regulations

Title X of the Public Health Service Act (the Act) authorizes the Secretary of Health and Human Services (HHS) to award grants to entities to provide family planning services to those desiring such services, with priority given to persons from low-income families. Therefore, in order to ensure that all prospective low income clients are able to access services, no charge will be made for services to persons from a low-income family (families whose annual incomes do not exceed 100 percent of the most recent federal poverty guidelines), except to the extent that payment will be made by a third party, including a government agency, which is authorized or under legal obligation to pay this charge. For persons whose annual family incomes do not exceed 250 percent of the federal poverty guidelines, charges must be based on a schedule of discounts, and individuals whose family incomes exceed 250 percent of the federal poverty guidelines are charged a schedule of fees designed to recover the reasonable cost of providing services. All Title X projects must have the ability to bill third parties (through public or private insurance) for the cost of services without the application of discounts, and reasonable efforts must be made to collect charges without jeopardizing client confidentiality.

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)." Natural family planning methods are now referred to as fertility awareness-based methods.*

Family planning includes a broad range of services related to achieving and preventing pregnancy, assisting women, men, and couples with achieving their desired number and spacing of children. A broad range of acceptable and effective methods of family planning services including, contraception must be provided within each funded applicant's project, and the project must also include meaningful provision of fertility awareness-based methods (FABM) by including access to providers with training specific to these methods. Entities that provide only one method of family planning can participate as part of a project, as long as the entire project provides a broad range of family planning methods. A broad range of family planning services should include several categories of methods, such as: abstinence counseling, hormonal methods (oral contraceptives, rings and patches, injection, hormonal implants, intrauterine devices or systems), barrier methods (diaphragms, condoms), fertility awareness-based methods and/or permanent sterilization. A "broad range" would not necessarily need to include all categories, but should include hormonal methods since these are requested most frequently by clients and among the methods shown to be most effective in preventing pregnancy.

Services for adolescents must be provided as a part of the broad range of family planning services. Section 1001 of the statute requires that, to the extent practicable, Title X applicants shall encourage family participation in family planning services projects. This is particularly important in relation to adolescents seeking family planning services. Basic infertility services and services to aid individuals and couples in achieving pregnancy also must be provided within the project as part of the broad range of family planning services. Pregnancy information and counseling must be provided in accordance with Title X regulations.

Services must be provided in a manner that protects the dignity of individuals, and services must be voluntary and free from coercion. Projects must not discriminate in the provision of services, on the basis of religion, race, color, national origin, disability, age, sex, number of pregnancies, or marital status.

Family planning medical services must be performed under the direction of a physician with special training or experience in family planning, and each family planning project must refer to other medical facilities when medically indicated, including in medical emergencies. Projects must also provide informational and educational programs that inform the community about the availability of services, and should promote participation in the development, implementation, and evaluation of the project by persons broadly representative of the community to be served. Informational and educational materials made available through the project must be approved by an Advisory Committee that conforms to Title X regulations. The review of materials must take into account the educational and cultural background of individuals for whom the materials are intended, must consider the standards of the population or community, must ensure that the content is factually correct and is suitable for the intended population or community. The review and approval of such materials must be documented. Section 1008 of the Act, as amended, requires, "*None of the funds appropriated under this title shall be used in programs where abortion is a method of family planning.*"

Legislative Mandates

The following legislative mandates have been part of the Title X appropriations language for a number of years. In addition, FY2019 appropriation language states that funds would be available *“Provided, that amounts provided to said projects under such title shall not be expended for abortions, that all pregnancy counseling shall be nondirective, and that such amounts shall not be expended for any activity (including the publication or distribution of literature) that in any way tends to promote public support or opposition to any legislative proposal or candidate for public office.”* Title X family planning services should include administrative, clinical, counseling, and referral services as well as training of staff necessary to ensure adherence to these requirements.

- *“None of the funds appropriated in this Act may be made available to any entity under Title X of the PHS Act unless the applicant for the award certifies to the Secretary of Health and Human Services that it encourages family participation in the decision of minors to seek family planning services and that it provides counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities;”* and
- *“Notwithstanding any other provision of law, no provider of services under Title X of the PHS Act shall be exempt from any State law requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest.”*

OPA expects every Title X project will comply with applicable state laws in the proposed service area and will have project-wide monitoring and state-specific policies and procedures related to reporting of child abuse, child molestation, sexual abuse, rape, incest, intimate partner violence, and human trafficking. These policies and procedures will include details related to:

1. Annual staff training on policies and procedures,
2. Implementation of policies,
3. Applicant monitoring throughout the project to ensure training and state-specific reporting is being followed, and
4. Maintenance of documentation concerning compliance.

These efforts will ensure clear understanding of and compliance with reporting processes, as well as permitting oversight and monitoring. In addition, any minor who presents with an STD, pregnancy, or any suspicion of abuse will be subject to preliminary screening to rule out victimization. Such screening is required for any individual who is under the age of consent in the State of the proposed service area.

Key Issues

While the requirements derived from statute, regulations, and legislative mandates described above are program priorities, there are additional key issues that represent overarching goals for the Title X program. These are determined based on priorities set by the Office of the Assistant Secretary of Health (OASH) and the Office of the Secretary (OS) of the Department of Health and Human Services (HHS). Applicants should provide documentation of how they will address these key issues in their application. The FY 2019 key issues are as follows:

1. Assuring innovative quality family planning and related preventive health services that lead to improved reproductive health outcomes and overall optimal health, which is defined as a state of complete physical, mental and social well-being and not merely the absence of disease. Guidance regarding the delivery of quality family planning services is spelled out in the April 25, 2014, MMWR, *Providing Quality Family Planning Services: Recommendations of CDC and the U.S. Office of Population Affairs - PDF*. Periodic updates have been made to this publication and are available at <https://www.hhs.gov/opa/guidelines/clinical-guidelines/index.html>. It is expected that the core family planning services listed in the Program Description, and which also are included in the *Quality Family Planning Services* document referenced above, will be provided by each project;
2. Providing the tools necessary for the inclusion of substance abuse disorder screening into family planning services offered by Title X applicants;
3. Following a model that promotes optimal health outcomes for the client (physical, mental and social health) by emphasizing comprehensive primary health care services, along with family planning services preferably in the same location or through nearby referral providers;
4. Providing resources that prioritize optimal health outcomes (physical, mental, and social health) for individuals and couples with the goal of healthy relationships and stable marriages as they make decisions about preventing or achieving pregnancy;
5. Providing counseling for adolescents that encourages sexual risk avoidance by delaying the onset of sexual activity as the healthiest choice, and developing tools to communicate the public health benefit and protective factors for the sexual health of adolescents found by delaying the onset of sexual activity thereby reducing the overall number of lifetime sexual partners;
6. Communicating the growing body of information for a variety of fertility awareness-based methods of family planning and providing tools for applicants to use in patient education about these methods;
7. Fostering interaction with community and faith-based organizations to develop a network for client referrals when needs outside the scope of family planning are identified;
8. Accurately collecting and reporting data, such as the Family Planning Annual Report (FPAR), for use in monitoring performance and improving family planning services;

9. Promoting the use of a standardized instrument, such as the OPA Program Review Tool, to regularly perform quality assurance and quality improvement activities with clearly defined administrative, clinical, and financial accountability for applicants and subrecipients; and
 10. Increasing attention to CDC screening recommendations for chlamydia and other STDs (as well as HIV testing) that have potential long-term impact on fertility and pregnancy.
-

Content created by Office of Population Affairs

Content last reviewed on November 16, 2018



**LIST OF SUBCONTRACTORS
&
SUBCONTRACTOR CONTRACTS
TO BE INSERTED HERE**



Arizona Family Health Partnership

Request for Title X Contract Funds

Agency:

Reporting Period

From:

To:

This is a request for :

Advance Funds

Reimbursement

		Title X	Total Funds Earned this Reporting Period (i.e. this request)	Prior Report Period Year to Date Funds Earned	Total Year to Date Funds Earned	Available Balance	% Earned YTD
Title X Base Grant					\$ -	\$ -	#DIV/0!
Amendment 1					\$ -	\$ -	#DIV/0!
Amendment 2					\$ -	\$ -	#DIV/0!
					\$ -	\$ -	
Total		\$ -	\$ -	\$ -	\$ -	\$ -	

Certification: By signing this request, I certify to the best of my knowledge and belief that the request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. code, Title 18, Section 1001). 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 of request

Actual Signature required, stamped signature will not be accepted

Name

Title

AFHP Program Dept Use Only		AFHP Accounting use only	
AFHP Program Manager Certification			
<input type="checkbox"/>	Performance satisfactory for payment	<input type="checkbox"/>	Date invoice recorded in QB
<input type="checkbox"/>	Performance unsatisfactory withhold payment	<input type="checkbox"/>	Date of drawdown
<input type="checkbox"/>	Incorrect invoice, returned for clarification	<input type="checkbox"/>	AFHP check #
<input type="checkbox"/>	No payment due	<input type="checkbox"/>	Date of check
		<input type="checkbox"/>	Title X report updated
		<input type="checkbox"/>	Date of ACH deposit
Program Manager Signature		Business Office Signature	
Date		Date	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/13/2020

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

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

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc LIC #0726293 18201 Von Karman Ave Suite 200 Irvine CA 92612	CONTACT NAME: Nasreen Kopecky PHONE (A/C, No, Ext): 949-349-9857 E-MAIL ADDRESS: nasreen_kopecky@ajg.com FAX (A/C, No):														
INSURED Pinal County Attn: Risk Management Department P O Box 2088 Florence AZ 85132	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Arizona Counties Insurance Pool</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Arizona Counties Insurance Pool		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Arizona Counties Insurance Pool															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 564485414

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pub Offis' E&O <input checked="" type="checkbox"/> Misc Med Mal E&O GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ACIP070120	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ Not Covered PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Errors & Omissions \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comprehensive <input checked="" type="checkbox"/> Collision			ACIP070120	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductibles \$ \$2,500/\$2,500
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ACIPWC070120	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Certificate holder is Additional Insured solely as respects General Liability coverage pursuant to and subject to the policy's terms, definitions, conditions and exclusions regarding the Family Planning Services contract. Medical Malpractice coverage is included by endorsement but excludes coverage for Physician, Medical Doctors, Osteopaths, Chiropractors, Residents, Interns, Surgeons, Psychiatrists, Psychologists, Pharmacists, Dentists, Orthodontists or Periodontists except as related to their duties as Medical Director.

CERTIFICATE HOLDER**CANCELLATION**

Arizona Family Health Partnership 3101 N. Central Avenue, Suite 1120 Phoenix AZ 85012 USA	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
--	--

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**RESERVED FOR
CONTRACT AMENDMENTS**



AGENDA ITEM

May 5, 2021 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 the reappointment of Steven Q. Miller to the Pinal County Water Augmentation Authority (PCWAA), representing Pinal County pursuant to A.R.S. 45-1921A(1). Term May 8, 2021, through May 7, 2023. (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:

History

Time

4/29/2021 8:21 AM

Who

Clerk of the Board

Approval

Yes

ATTACHMENTS:

Click to download

☐ [Certificate of Reappointment](#)

PINAL COUNTY BOARD OF SUPERVISORS

CERTIFICATE OF APPOINTMENT

TO

STEPHEN Q. MILLER

Is hereby Reappointed, serving since May 8, 2019 on the
Pinal County Water Augmentation Authority
Term: May 8, 2021 through May 7, 2023

This appointment has been made in accordance with the provisions of
A.R.S. §45-1921A (1) Arizona Revised Statutes.

Approved this 5th day of May, 2021 by the Pinal County Board of Supervisors.

Kevin Cavanaugh, District 1

Jeffrey McClure, District 4



Mike Goodman, Vice-Chairman, District 2

Jeff Serdy, District 5



AGENDA ITEM

May 5, 2021 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 the reappointments of the following members to the Pinal County Water Augmentation Authority (PCWAA). Term May 8, 2021, through May 7, 2023:

- Fredrick K. Schneider, representing companies that deliver Colorado River water pursuant to A.R.S. 45-1921A(4).
- John Lenderking, representing water companies that deliver other than Colorado River water pursuant to A.R.S. 45-1921A(5). (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
4/29/2021 8:22 AM	Clerk of the Board	Yes

ATTACHMENTS:

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- ☐ [Certificate of Reappointment- Lenderking](#)
- ☐ [Certificate of Reappointment- Schneider](#)

PINAL COUNTY BOARD OF SUPERVISORS

CERTIFICATE OF APPOINTMENT

TO

JOHN LENDERKING

Is hereby Reappointed, serving since May 8, 2019 on the
Pinal County Water Augmentation Authority
Term: May 8, 2021 through May 7, 2023

This appointment has been made in accordance with the provisions of
A.R.S. §45-1921A (5) Arizona Revised Statutes.

Approved this 5th day of May, 2021 by the Pinal County Board of Supervisors.

Stephen Q. Miller, Chairman, District 3

Mike Goodman, Vice-Chairman, District 2



Kevin Cavanaugh, District 1

Jeffrey McClure, District 4

Jeff Serdy, District 5

PINAL COUNTY BOARD OF SUPERVISORS

CERTIFICATE OF APPOINTMENT

TO

FREDRICK K. SCHNEIDER

Is hereby Reappointed, serving since May 8, 2019 on the
Pinal County Water Augmentation Authority
Term: May 8, 2021 through May 7, 2023

This appointment has been made in accordance with the provisions of
A.R.S. §45-1921A (4) Arizona Revised Statutes.

Approved this 5th day of May, 2021 by the Pinal County Board of Supervisors.

Stephen Q. Miller, Chairman, District 3

Mike Goodman, Vice-Chairman, District 2



Kevin Cavanaugh, District 1

Jeffrey McClure, District 4

Jeff Serdy, District 5



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name:

Director:

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of the recommendation by the Justice of the Peace Selection Committee to appoint Rudy Lujan as Pinal County Justice of the Peace, Precinct #5 to fill the remainder of the term left by the resignation of Justice of the Peace, Nancy Discher. Rudy Lujan will serve in this appointed position effective June 1, 2021, through December 31, 2022. (Tabled Indefinitely March 24, 2021) (Leo Lew/Kevin Cavanaugh/Jeffrey McClure)

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

The Board of Supervisors approved the three (3) member selection committee (Supervisor District 1, Supervisor District 4, and County Manager) on January 27, 2021.

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

MOTION:

History		
Time	Who	Approval
4/27/2021 2:47 PM	Clerk of the Board	Yes

ATTACHMENTS:

[Click to download](#)



AGENDA ITEM

May 5, 2021 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:

Public Hearing and discussion/approval/disapproval of the recommendation to the Arizona Department of Liquor License and Control of application and interim permit, series 012 Restaurant of Jeffrey Craig Miller for Biscuits Café located at 270 E. Hunt Highway, San Tan Valley, AZ 85143 and authorization for the Clerk of the Board to execute and submit all necessary documents and orders to the State along with the submittal of related correspondence from the County's Community Development Department. Supervisor District #2. (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:

History

Time

4/27/2021 12:02 PM

Who

Clerk of the Board

Approval

Yes

ATTACHMENTS:

Click to download

- ☐ [Application](#)
- ☐ [Affidavit of Posting](#)
- ☐ [Recommendation with Stipulations - Comm. Development](#)
- ☐ [Local Governing Body Recommendation](#)
- ☐ [Recommendation - Building Safety](#)
- ☐ [Recommendation - Env. Health](#)
- ☐ [Recommendation - Sheriff's Office](#)
- ☐ [5.4.2021 Notice](#)

State of Arizona
Department of Liquor Licenses and Control

Created 04/01/2021 @ 10:34:27 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	BISCUITS CAFE		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	270 E HUNT HIGHWAY SAN TAN VALLEY, AZ 85143 USA		
Mailing Address:	PO BOX 2502 CHANDLER, AZ 85244 USA		
Phone:	(480)987-5217		
Alt. Phone:	(480)730-2675		
Email:	LIQUORLICENSE@AZLIC.COM		

AGENT

Name:	JEFFREY CRAIG MILLER
Gender:	Male
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA
Phone:	(480)730-2675
Alt. Phone:	
Email:	LIQUORLICENSE@AZLIC.COM

OWNER

Name:	BISCUITS ENTERPRISES INC		
Contact Name:	JEFFREY CRAIG MILLER		
Type:	CORPORATION		
AZ CC File Number:	23063660	State of Incorporation:	OR
Incorporation Date:	02/25/2020		
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA		
Phone:	(480)730-2675		
Alt. Phone:			
Email:	LIQUORLICENSE@AZLIC.COM		

Officers / Stockholders

Name:	Title:	% Interest:
-------	--------	-------------

BISCUITS ENTERPRISES INC - Pres/SEC/DIR

Name: KYLE EDDIE PRESTON
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (503)830-4776
Alt. Phone:
Email: KEPRESTON@BISCUITSCAFE.COM

MANAGERS

Name: TAMMY THERESA RICK
Gender: Female
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (928)530-0076
Alt. Phone:
Email: HAIRT_RICK@YAHOO.COM

Name: DEVIN MICHAEL ELLIS
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (503)939-4171
Alt. Phone:
Email: DEVIN106206@GMAIL.COM

APPLICATION INFORMATION

Application Number: 145812
Application Type: New Application
Created Date: 04/01/2021 *Aize*

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
Yes
A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
TENANT
- 3) Is there a penalty if lease is not fulfilled?
No
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
No
If no, in what City, Town, County or Tribal/Indian Community is this business located?
PINAL COUNTY
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
\$300,000

BARGREEN ELLINGSON 3232 NW INDUSTRIAL PORTLAND OR 97210
- 6) Is there a drive through window on the premises?
No
- 7) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NONE
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

State of Arizona
Department of Liquor Licenses and Control

Created 04/01/2021 @ 10:35:33 AM

Local Governing Body Report

LICENSE

Number:	INP110013420	Type:	INP INTERIM PERMIT
Name:	BISCUITS CAFE		
State:	Active		
Issue Date:	04/01/2021	Expiration Date:	07/15/2021
Original Issue Date:	04/01/2021		
Location:	270 E HUNT HIGHWAY SAN TAN VALLEY, AZ 85143 USA		
Mailing Address:	PO BOX 2502 CHANDLER, AZ 85244 USA		
Phone:	(480)987-5217		
Alt. Phone:	(480)730-2675		
Email:	LIQUORLICENSE@AZLIC.COM		

AGENT

Name:	JEFFREY CRAIG MILLER
Gender:	Male
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA
Phone:	(480)730-2675
Alt. Phone:	
Email:	LIQUORLICENSE@AZLIC.COM

OWNER

Name:	BISCUITS ENTERPRISES INC		
Contact Name:	JEFFREY CRAIG MILLER		
Type:	CORPORATION		
AZ CC File Number:	23063660	State of Incorporation:	OR
Incorporation Date:	02/25/2020		
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA		
Phone:	(480)730-2675		
Alt. Phone:			
Email:	LIQUORLICENSE@AZLIC.COM		

Officers / Stockholders

Name:	Title:	% Interest:
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BISCUITS ENTERPRISES INC - Pres/SEC/DIR

Name: KYLE EDDIE PRESTON
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (503)830-4776
Alt. Phone:
Email: KEPRESTON@BISCUITSCAFE.COM

MANAGERS

Name: TAMMY THERESA RICK
Gender: Female
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (928)530-0076
Alt. Phone:
Email: HAIRT_RICK@YAHOO.COM

Name: DEVIN MICHAEL ELLIS
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (503)939-4171
Alt. Phone:
Email: DEVIN106206@GMAIL.COM

APPLICATION INFORMATION

Application Number: 145815
Application Type: New Application
Created Date: 04/01/2021 *Arre*

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location
12113283
- 2) Is the license currently in use?
Yes
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
Yes
A Document of type INTERIM NOTARY PAGE is required.



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: 04/05/2021 Date of Posting Removal: April 27, 2021

Applicant's Name: Miller, Jeffrey Craig
Last First Middle

Business Address: 270 E. Hunt Highway, San Tan Valley, AZ 85143
Street City Zip

License #: 12113283; 012 Restaurant 145712 & Interim Permit 145815

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Cable Johnson CCO 520-866-6625
Print Name of City/County Official Title Phone Number

[Signature] 04/27/21
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.



PINAL COUNTY

WIDE OPEN OPPORTUNITY

DATE: April 29, 2021

TO: Natasha Kennedy, Clerk of the Board

FROM: Lester Chow, Community Development Director *LAC*

SUBJ: Application for New Liquor License, series 012 Restaurant, for Biscuits Café located at 270 E. Hunt Highway, San Tan Valley, Arizona 85143.

LIQUOR LICENSE – CB-1

Type 012

License #145812/ INP 110013420

The property at issue in this case is currently zoned as CB-1 (Local Business Zone), which allows restaurants to serve alcohol *but only as a secondary use alongside food*. The County has notified the applicant (via his agent) that if he plans to use the bar space shown in his site plan as a bar, he will need to comply with Pinal County Development Services Code Section 2.90.010(E), which allows bar usage “upon condition that no outside door opens into the cocktail lounge or bar; and provided further, that the applicant for a permit shall provide the zoning inspector with written consent of 75 percent of the owners, by number and area, of property within 300 feet of the site for which the permit is sought.” The applicant’s agent informed the County that the applicant intends to use the bar space as an overflow eating area and not as a bar. Therefore, there appears to be no current conflict between the County’s Code and the applicant’s intended use. Should a conflict arise in the future, the County may enforce its zoning requirements pursuant to Arizona law and its Code.



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

Local Governing Body Recommendation
A.R.S. § 4-201(C)

1. City or Town of: _____ Liquor License Application #: _____
(Circle one) (Arizona application #)
2. County of: _____ City/Town/County #: _____
3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),

(Name of entertainment district) (Date of resolution to create the entertainment district)
- A boundary map of entertainment district must be attached.
4. The _____ at a _____ meeting held on the _____ of _____
(Governing body) (Regular or special) (Day)
_____, _____ considered the application of _____
(Month) (Year) (Name of applicant)
- for a license to sell spirituous liquor at the premises described in application _____,
(Arizona liquor license application #)
- for the license series #: type _____ as provided by A.R.S §4-201.
(i.e.: series #10: beer & wine store)

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF _____
(Name of applicant)

to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended

for _____
(Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona.

Dated at Florence, AZ on 5th, May, 2021.
(Location) (Day) (Month) (Year)

Natasha Kennedy

(Printed name of city, town or county clerk)

(Signature of city, town or county clerk)



Leo Lew
County Manager

Date: April 27, 2021

To: Natasha Kennedy, Clerk of the Board

From: LIQ21-00005
Dale Garcia, Interim Building Official

Subject: Liquor License application, Series 012,
Biscuits Cafe
270 E. Hunt Highway
San Tan Valley, AZ. 85143

This Establishment has been inspected for the minimum life safety requirements of the Pinal County Building Code Ordinance, and the requirements have been met. We therefore recommend approval of the Liquor License Application.

Respectfully,

Dale Garcia, Interim Building Official
Pinal County Building Safety Department

BUILDING SAFETY DEPARTMENT

31 N. Pinal Street, Bldg F, P.O. Box 1610 Florence, AZ 85132 T 520-866-6405 F 520-866-6517
www.pinalcountyaz.gov

Tascha Spears, Ph.D., M.Sc., RN
Director
Public Health



MEMORANDUM FROM PUBLIC HEALTH SERVICES DISTRICT

DATE: April 12, 2021
TO: Kelsey Pickard, Deputy Clerk of the Board
FROM: Chris Reimus, Division Manager, Environmental Health
RE: Liquor License Application, series 012 Restaurant, of Jeffrey Craig Miller for a New Liquor License Application and Interim Permit for Biscuits Cafe, located at 270 E. Hunt Highway, San Tan Valley, AZ 85143.

Regarding the Liquor License Application, series 012 Restaurant, of Jeffrey Craig Miller for a New Liquor License Application and Interim Permit for Biscuits Cafe, located at 270 E. Hunt Highway, San Tan Valley, AZ 85143. Environmental Health has no objection to Board of Supervisor's consideration of licensure at this time.

Sincerely,

A handwritten signature in black ink, appearing to read "CR R.S.", is written over a horizontal line.

Christopher Reimus, R.S., DAAS
Division Manager, Environmental Health



Pinal County Sheriff's Office

Mark T. Lamb
Sheriff

Matthew J. Thomas
Chief Deputy

April 13, 2021

Board of Supervisors
31 N Pinal Street, Bldg. A
PO Box 827
Florence, Az 85132

RE: Liquor License Application, series O12 Restaurant, of Jeffrey Craig Miller for a New Liquor License Application and Interim Permit for Biscuits Café, located at 270 E. Hunt Highway, San Tan Valley, AZ 85143

Dear Board,

On behalf of Pinal County Sheriff's Office, I am writing to express our support for the Application as listed above.

Sincerely,

A handwritten signature in black ink, reading "Matthew J. Thomas".

Matthew Thomas, Chief Deputy
Pinal County, AZ

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: Monday, April 5, 2021

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE
PINAL COUNTY BOARD OF SUPERVISORS

PLACE 135 N. PINAL STREET, FLORENCE, AZ 85132 DATE/TIME Wednesday, May 5, 2021 at 9:30 a.m.

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 520-866-6068

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE **STATE LIQUOR BOARD: 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789**

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY: 520-509-3555 STATE LIQUOR DEPT: (602) 542-9789



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 223

Dept. #: 334

Dept. Name: Finance

Director: Lori Pruitt

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Public Hearing and discussion/approval/disapproval to adopt the FY2021 Annual Action Plan through the U.S. Department of Housing and Urban Development. Pinal County will receive \$1,287,410 in FY21 Community Development Block Grant (CDBG) funding. Participating communities will receive an allocation of \$130,000 each. With a total of \$1,807,410 in CDBG funds for the county. Four participating cities and towns have elected to join the county's entitlement program. Those communities include: Eloy, Florence, Mammoth, and Maricopa. Pinal County will also receive \$612,860 in HOME funding, and \$156,877 in Emergency Solutions Grant (ESG) funding. Pinal County is seeking input on the Annual Action Plan which outlines the proposed projects. (Heather Patel/Lori Pruitt)

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

Both the HOME and ESG programs require match. The HOME program will be \$153,215. Pinal County will use in-kind match from county owned land and developer contributions. The ESG program will be \$156,877. Pinal County will use in-kind from the Pinal County Coalition to End Homelessness, funding allocated to non-profits under the Board of Supervisors funding, and other forms of in-kind to meet this obligation.

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

MOTION:

Approve as presented.

History

Time	Who	Approval
4/22/2021 10:02 AM	County Attorney	Yes
4/22/2021 10:03 AM	Grants/Hearings	Yes
4/23/2021 8:58 AM	Budget Office	Yes
4/23/2021 9:29 AM	County Manager	Yes
4/26/2021 12:07 PM	Clerk of the Board	Yes

ATTACHMENTS:**Click to download**

- ☐ [Presentation](#)
- ☐ [Application](#)
- ☐ [Annual Action Plan](#)



U.S. Department of Housing and Urban
Development Program Public Hearing
May 5, 2021

Program Information



- 2019: Eligible for Entitlement as an Urban County
- 2019 – 2023: 5-Year Consolidated Plan
- 2020: Four participating communities joined (FY20-22)
- Annual Action Plan
- Citizen Participation Process
- Board approval of Annual Action Plan

Funding Available

- Fiscal Year 2021
- Program period begins July 1, 2021
- CDBG = \$1,807,410
- HOME = \$612,860
- ESG = \$156,877



Citizen Participation Process



Public Meetings

- February 8, 2021 5:00 p.m. in Eloy
- February 18, 2021 6:00 p.m. in Mammoth
- February 16, 2021 2:00 p.m. Virtual meeting
- February 17, 2021 6:00 p.m. Virtual meeting
- March 26, 2021 10:00 a.m. Virtual meeting

Public Hearings

- Held during Board of Supervisor meetings
- March 24 – solicit input
- May 5, 2021 – approval of AAP

CDBG Program



- Fiscal Year 2021
- Program period begins July 1, 2021
- CDBG = \$1,807,410
- Program objectives
 - Serve low and moderate income residents e.g. area, limited clientele
 - Address a slum and blight area e.g. Redevelopment Areas
 - Address and urgent need e.g. COVID

CDBG Program

- Eligible activities
 - Housing
 - Public safety
 - Water and sewer
 - Roads
 - Sidewalks
 - Community facilities
 - Public services
 - Parks



CDBG Program



2019 Past Projects

- Administration = \$147,453
- Owner occupied housing rehab = \$165,000
- Florence waterline = \$809,525
- Colonial del Sol sewerline design and engineering = \$179,511

2020 Past Projects

- Administration = \$126,503
- Hopi Hills waterline installation = \$869,405
- San Manuel Park = \$213,300
- Dudleyville Park = \$110,000
- Participating communities = \$520,000

CDBG Program



Participating communities

- Eloy
- Florence
- Mammoth
- Maricopa

Projects

- Park ADA improvements
- Sidewalk ADA improvements
- Water system improvements
- Multiuse path ADA improvements

CDBG Program = \$1,807,410



Proposed projects	Funding	Beneficiaries
Administration	\$120,000	Finance staff
Hopi Hills waterlines phase 2	\$1,167,410	2,005 persons of whom 1,301 or 65% are LMI
Eloy – Park improvements	\$130,000	9,610 persons of whom 6,655 or 69.25% are LMI
Florence – ADA sidewalks	\$130,000	95 persons of whom 100% are LMI/limited clientele
Mammoth – park improvements/water system improvements	\$130,000	1,530 persons of whom 1,060 or 69.28% are LMI
Maricopa – underground utilities	\$130,000	76 persons of whom 76 or 100% are LMI

CDBG Program



- Other projects
 - Colonial del Sol sewer line installation (design/engineering complete 2021, FY22 project)
 - West Pinal – park improvements
 - Dudleyville – drainage
 - Eloy – ADA sidewalks
 - Eloy – swimming pool improvements
 - Eloy – bike path
 - Eloy – housing rehab

CDBG Program



- Other projects
 - Maricopa – solar street lights
 - Maricopa – multiuse path
 - Mammoth – youth center
 - Mammoth – library improvements
 - Mammoth – park lighting
 - Mammoth – housing rehab
 - Mammoth – senior center kitchen equipment
 - Mammoth - broadband

HOME Program



- Fiscal Year 2021
- Program period begins July 1, 2021
- HOME = \$612,860
- Program objectives
 - Provide safe, decent, and affordable housing opportunities

HOME Program



- Eligible activities
 - Development of affordable housing
 - Owner occupied housing rehabilitation

HOME Program



- Past projects
 - 2019 – Pinal County was not a participating jurisdiction
 - 2020
 - Administration = \$62,000
 - Owner occupied housing rehabilitation = \$465,838
 - Community Housing Development Organization (CHDO) set aside = \$93,148

HOME Program



- Requirements
 - 15% set aside for a CHDO eligible activity
 - 25% match – cash, in-kind

HOME Program = \$612,860



Proposed projects	Funding	Beneficiaries
Administration	\$0	N/A
CHDO set-aside	\$91,929 minimum	100% LMI – income qualified
Owner occupied housing rehab program	\$260,000	100% LMI – income qualified
Housing Development	\$260,931	100% LMI – income qualified/limited clientele

ESG Program



- Fiscal Year 2021
- Program period begins July 1, 2021
- ESG = \$156,877
- Past projects – new in 2021
- Program objectives
 - To assist persons experiencing or at-risk of homelessness with housing opportunities
- Eligible activities
 - Shelter and rental assistance

FY19-23 Con
Plan
Amendment
April 21nd

ESG Program = \$156,877



Proposed projects	Funding	Beneficiaries
Administration	\$6,877	N/A
Rapid rehousing program	\$150,000	100% LMI – income qualified

HUD Programs

- Requirements
 - Technical Assistance
 - Accessibility needs
 - Grievance policy
 - Citizen Participation Plan



Timeline



- April 5, 2021 – May 5, 2021 Annual Action Plan review period
- May 5, 2021 – Public Hearing to approve to Annual Action Plan
- May 15, 2021 – Annual Action Plan is submitted to HUD
- June 2021 – Funding agreements executed with HUD
- July 2021 – Project period begins
- July 2021 – Agreements executed with participating communities
- June 2022 – Projects completed



PINAL COUNTY

WIDE OPEN OPPORTUNITY

PUBLIC HEARING

Open for public comment on potential projects



BOARD ACTION

1. Approval of proposed projects
2. Approval to submit the FY21 Annual Action Plan
3. Approval to sign applicable application documents



PINAL COUNTY

WIDE OPEN OPPORTUNITY

Contact

Heather Patel

Grants Administrator

(520) 866-6422

heather.patel@pinal.gov



U.S. Department of Housing and Urban Development Program

Commitment * Diversity * Integrity * Respect * Responsibility * Service

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official

Date

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) FY19-21 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

Date

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature of Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

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.



PINAL COUNTY

WIDE OPEN OPPORTUNITY

Board of Supervisors Grant Request

Board of Supervisors meeting date: _____

Department seeking grant: _____

Name of Granting Agency: _____

Name of Grant Program: _____

Project Name: _____

Amount requested: _____

Match amount, if applicable: _____

Application due date: _____

Anticipated award date/fiscal year: _____

What strategic priority/goal does this project address?: _____

Applicable Supervisor District: _____

Brief description of project: _____

Approval received per Policy 8.20: _____ OnBase Grant #: _____

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 _____

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

05/05/2021

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

Pinal County

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

866000556

*** c. Organizational DUNS:**

0744470950000

d. Address:

* Street1: 135 North Pinal Street

Street2: P.O. Box 827

* City: Florence

County/Parish:

* State: AZ: Arizona

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 85132-9713

e. Organizational Unit:

Department Name:

Finance

Division Name:

Grants

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mrs.

* First Name: Heather

Middle Name:

* Last Name: Patel

Suffix:

Title: Grants Administrator

Organizational Affiliation:

* Telephone Number: 520-866-6422

Fax Number:

* Email: heather.patel@pinal.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant program for entitlement communities

* 12. Funding Opportunity Number:

* Title:

Community Development Block Grant program for entitlement communities - FY21

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

FY2021 Annual Action Plan approved by Final County Board of Supervisors on May 5, 2021.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="1,807,410.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="1,807,410.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Pinal County Board of Supervisors Chairman
APPLICANT ORGANIZATION Pinal County	DATE SUBMITTED 05/05/2021

SF-424D (Rev. 7-97) Back



PINAL COUNTY

WIDE OPEN OPPORTUNITY

Board of Supervisors Grant Request

Board of Supervisors meeting date: _____

Department seeking grant: _____

Name of Granting Agency: _____

Name of Grant Program: _____

Project Name: _____

Amount requested: _____

Match amount, if applicable: _____

Application due date: _____

Anticipated award date/fiscal year: _____

What strategic priority/goal does this project address?: _____

Applicable Supervisor District: _____

Brief description of project: _____

Approval received per Policy 8.20: _____ OnBase Grant #: _____

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 _____

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

05/05/2021

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

Pinal County

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

866000556

*** c. Organizational DUNS:**

0744470950000

d. Address:

* Street1: 135 North Pinal Street

Street2: P.O. Box 827

* City: Florence

County/Parish:

* State: AZ: Arizona

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 85132-9713

e. Organizational Unit:

Department Name:

Finance

Division Name:

Grants

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mrs.

* First Name: Heather

Middle Name:

* Last Name: Patel

Suffix:

Title: Grants Administrator

Organizational Affiliation:

* Telephone Number: 520-866-6422

Fax Number:

* Email: heather.patel@pinal.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

HOME Investment Partnership Funds

* 12. Funding Opportunity Number:

* Title:

HOME Investment Partnership

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

FY2021 Annual Action Plan approved by Final County Board of Supervisors on May 5, 2021.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="612,860.00"/>
* b. Applicant	<input type="text" value="153,215.00"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="766,075.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.


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As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
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14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
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18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
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20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Pinal County Board of Supervisors Chairman
APPLICANT ORGANIZATION Pinal County	DATE SUBMITTED 05/05/2021

SF-424D (Rev. 7-97) Back



PINAL COUNTY

WIDE OPEN OPPORTUNITY

Board of Supervisors Grant Request

Board of Supervisors meeting date: _____

Department seeking grant: _____

Name of Granting Agency: _____

Name of Grant Program: _____

Project Name: _____

Amount requested: _____

Match amount, if applicable: _____

Application due date: _____

Anticipated award date/fiscal year: _____

What strategic priority/goal does this project address?: _____

Applicable Supervisor District: _____

Brief description of project: _____

Approval received per Policy 8.20: _____ OnBase Grant #: _____

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 _____

Application for Federal Assistance SF-424			
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	
		* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>	
* 3. Date Received: <input type="text" value="05/05/2021"/>		4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>		5b. Federal Award Identifier: <input type="text"/>	
State Use Only:			
6. Date Received by State: <input type="text"/>		7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:			
* a. Legal Name: <input type="text" value="Pinal County"/>			
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="866000556"/>		* c. Organizational DUNS: <input type="text" value="0744470950000"/>	
d. Address:			
* Street1: <input type="text" value="135 North Pinal Street"/> Street2: <input type="text" value="P.O. Box 827"/> * City: <input type="text" value="Florence"/> County/Parish: <input type="text"/> * State: <input type="text" value="AZ: Arizona"/> Province: <input type="text"/> * Country: <input type="text" value="USA: UNITED STATES"/> * Zip / Postal Code: <input type="text" value="85132-9713"/>			
e. Organizational Unit:			
Department Name: <input type="text" value="Finance"/>		Division Name: <input type="text" value="Grants"/>	
f. Name and contact information of person to be contacted on matters involving this application:			
Prefix: <input type="text" value="Mrs."/> Middle Name: <input type="text"/> * Last Name: <input type="text" value="Patel"/> Suffix: <input type="text"/>		* First Name: <input type="text" value="Heather"/>	
Title: <input type="text" value="Grants Administrator"/>			
Organizational Affiliation: <input type="text"/>			
* Telephone Number: <input type="text" value="520-866-6422"/>		Fax Number: <input type="text"/>	
* Email: <input type="text" value="heather.patel@pinal.gov"/>			

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.231

CFDA Title:

Emergency Solutions Grant

* 12. Funding Opportunity Number:

* Title:

Emergency Solutions Grant

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

FY2021 Annual Action Plan approved by Pinal County Board of Supervisors on May 5, 2021.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="156,877.00"/>
* b. Applicant	<input type="text" value="156,877.00"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="313,754.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Pinal County Board of Supervisors Chairman
APPLICANT ORGANIZATION Pinal County	DATE SUBMITTED 05/05/2021

SF-424D (Rev. 7-97) Back

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

As a CDBG entitlement jurisdiction, Pinal County will receive an annual allocation of Community Development Block Grant (CDBG) funding from the US Department of Housing and Urban Development. Pinal County is required to prepare and submit a five-year consolidated housing and community development plan. The current five-year plan covers the fiscal years 2019-2023.

The county is also required to complete an Annual Action Plan which outlines how the allocation of funds will be used for the current fiscal year. This plan will cover year three of the Consolidated Plan which includes the fiscal year 2021.

In addition to CDBG funds, Pinal County became a Participating Jurisdiction (PJ) in 2020 and will therefore receive HOME Investment Partnership (HOME) funding beginning with year two of the Consolidated Plan.

In year three of the Consolidated Plan, Pinal County will receive Emergency Solutions Grant (ESG) funding. The addition of these funds required an amendment to the Consolidated Plan.

To prepare the Annual Action Plan for year three, Pinal County convened public meetings throughout the county. The citizen participation process included the input of units of local government (UGLGs), nonprofits, members of the public, county staff and elected officials, and other community partners. The attached 2021 Annual Action Plan is the result of these efforts based on the foundation of addressing housing and community development needs to benefit primarily low and moderate income residents of Pinal County.

Pinal County also extended an invitation to county communities to participate in the county's programs. Four communities became "participating communities" and will receive an annual allocation based upon their proportionate share of the funding. These participating communities are Eloy, Florence, Mammoth, and Maricopa. Each community executed a three year agreement for the fiscal years 2020 – 2022.

2. Summarize the objectives and outcomes identified in the Plan

Based upon the overarching goals of the Community Development Block Grant program to develop viable communities by providing decent housing, suitable living environments, and expanded economic

opportunities principally for low- and moderate-income persons, our objectives will align with these goals. Over the next year, the county will pursue goals and objectives that include the following:

Improve Public Facilities/Develop Infrastructure

Per 24CFR570.201© Public Facilities and Improvements to areas within unincorporated Pinal County, and the participating communities of Eloy, Florence, Mammoth, and Maricopa.

National CDBG Objectives: BENEFIT TO LMI PERSONS/HOUSEHOLDS -- Public Facilities and Improvements; Private/Public Owned Utilities

Increase Affordable Quality Housing

Pinal County will work to increase the supply of affordable quality housing throughout the county, through a combination of housing development activities and owner occupied housing rehabilitation to help low- and moderate-income families remain in their homes.

National CDBG Objectives: BENEFIT TO LMI PERSONS/HOUSEHOLDS – Rehabilitation, Code Enforcement. National CDBG Objective: SLUM/BLIGHT.

Provide services to persons experiencing homelessness

Pinal County will use the new allocation of ESG funds to incorporate a rental assistance program to benefit persons experiencing homelessness.

National CDBG Objectives: BENEFIT TO LMI AND LMC PERSONS/HOUSEHOLDS.

3. Evaluation of past performance

Program year 2019 was the first year Pinal County participated in the Entitlement Program. This first year proved daunting due to the learning curve of the program requirements. The county is working through developing processes, developing forms and agreements, and learning the environmental review process. The funding agreement between HUD and the county was signed and submitted in December 2019. The projects to be completed included owner occupied housing rehabilitation and a water line improvement project. While the water line improvement project has proceeded through design and engineering, the environmental review was completed in September 2020, and construction began in December 2020. The project is expected to be completed by June 30, 2021. The owner occupied housing rehabilitation program has been delayed due to the COVID-19 pandemic and the

hesitation of public contact. An environmental review was complete in September 2020 with the project proceeding upon release of funds. Pinal County completed several amendments to the 2019 Action Plan to include the addition of projects and the addition of CDBG-CV funding.

The fiscal year 2020 Annual Action Plan was submitted in January 2021 under an approved extension received by HUD due to the COVID pandemic. The environmental reviews for all projects are anticipated to be completed by May 2021 in anticipation of immediate project start once a funding agreement is executed and a notice of release of funds is received. It is anticipated the fiscal year 2020 projects will occur under the program year 2021.

Pinal County received CDBG-CV3 funding and another amendment to the Consolidated Plan/FY2019 Annual Action Plan was completed and is expected to be approved by the Board of Supervisors on April 21, 2021.

4. Summary of Citizen Participation Process and consultation process

The citizen participation process is outlined in the Citizen Participation Plan (CPP). Public notices were advertised in countywide printed and on-line newspapers including: Copper Basin, Superior Sun, San Manuel Miner, Tri-Valley, Florence Reminder, Blade Tribune, and Apache Junction/Gold Canyon Independent.

A notice is also posted on the County website at www.pinal.gov/grants, at the County Administration Building located at 31 North Pinal Street, Florence, Arizona 85132, and the Pinal County Housing Department located at 970 North Eleven Mile Corner Road, Casa Grande, Arizona 85194. Likewise, the Pinal County Library District has twelve locations that posted the notices.

Public meetings in participating jurisdictions were held in February. These meetings included: February 8, 2021 in Eloy, February 16, 2021 virtually, February 17, 2021 virtually, February 18, 2021 in Mammoth, and March 26 virtually.

Project applications were received in March by four participating communities.

Public hearings before the Board of Supervisors were held March 24, 2021 with final approval of the plan on May 5, 2021.

5. Summary of public comments

During the citizen participation process, the public comments received from members of the public during the public meetings and hearings included:

Comments:

1. Several residents from Dudleyville indicated a need for drainage solutions on Horseshoe Lane,
2. Kent Taylor asked for improvements to the West Pinal Park,
3. Lester Chow wanted sewerline installation in Colonial del Sol,
4. William Tust requested broadband in Mammoth,
5. Chairman Miller would like to see a project to demolish blighted properties and replace them with new housing units for our public housing authority,
6. Supervisor Goodman wants sidewalks and bike paths in San Tan Valley,
7. Mr. Morales requested help for homeless in Gold Canyon and Apache Junction.

Projects proposed through citizen input included:

1. February 8th public meeting: ADA sidewalks, swimming pool enhancements, bike path, housing rehab, fitness equipment,
2. February 16th meeting: solar street lighting, pedestrian path,
3. February 17th meeting: ADA sidewalks,
4. February 18th meeting: youth center, library expansion, park improvements, housing rehab, senior center kitchen equipment, broadband,
5. March 26th meeting: housing assistance to homeless,
6. March 24th public hearing: utility improvements in Maricopa, services for homeless, sidewalks and bike paths in San Tan Valley, blight removal and housing development.

6. Summary of comments or views not accepted and the reasons for not accepting them

Comments were primarily requests for information and project ideas.

1. Several residents from Dudleyville indicated a need for drainage solutions on Horseshoe Lane – this road is not a public road,
2. Kent Taylor asked for improvements to the West Pinal Park – LMI beneficiaries must be determined,
3. Lester Chow wanted sewerline installation in Colonial del Sol – wait until design and engineering is completed with FY19 funds,
4. William Tust requested broadband in Mammoth – alternate funds available through USDA and American Rescue Plan Act,
5. Chairman Miller would like to see a project to demolish blighted properties and replace them with new housing units for our public housing authority – HOEM funds may not be used for public housing stock,
6. Supervisor Goodman wants sidewalks and bike paths in San Tan Valley – must determine LMI eligibility,
7. Mr. Morales requested help for homeless in Gold Canyon and Apache Junction – this will be completed under ESG.

The selected projects for the use of FY21 funds were:

1. CDBG Administration = \$120,000,
2. Hopi Hills fire hydrant installation = \$1,167,410,
3. Town of Mammoth Water system improvements = \$65,000,
4. Town of Mammoth park improvements = \$65,000,
5. City of Eloy Park Improvements = \$130,000,
6. Town of Florence ADA sidewalk installation = \$130,000,
7. City of Maricopa utility improvements = \$130,000,
8. Owner occupied housing rehab = \$260,000
9. Housing development = \$260,931,
10. CHDO set-aside for Housing development = \$91,929,
11. ESG Administration = \$6,877,
12. Homeless housing assistance = \$150,000.

7. Summary

Pinal County, one of the nation's fastest-growing counties, offers exciting possibilities for its citizens. The county is in the process of bringing in thousands of new jobs through extensive economic development efforts, and is working hard to match its citizens' skill sets to those of the county's employers.

With significant growth comes challenges for affordable housing, especially with the robust growth of its single-family market. Because of the continued growth, the housing market ensures that affordable housing will remain an issue for years to come.

Pinal County will continue to pursue public-private partnerships by incentivizing developers to provide affordable housing for low- and moderate-income citizens. The county will also work to provide rehabilitation assistance to support low- and moderate-income citizens, particularly seniors and people with disabilities, to remain in their homes.

The county will also identify infrastructure improvement opportunities throughout the county, including water/sewer and wastewater infrastructure; downtown rehabilitation, historic preservation, sidewalks, streetlights, and other needed initiatives.

Through its work with the Arizona State Continuum of Care and the Pinal County Coalition to End Homelessness, the County will work to prevent and reduce homelessness and provide needed housing and supports to vulnerable citizens.

Pinal County has succeeded as a community by working in partnership with other agencies and building on each other's strengths. By tapping into the human assets of its community, Pinal County can work to

ensure that all citizens have an opportunity to be independent, productive members of the community living stable lives.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	PINAL COUNTY	Finance Department
HOME Administrator	PINAL COUNTY	Finance Department

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

Heather Patel

CDBG Specialist

PO Box 1348

Florence AZ 85132

(520) 866-6422

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

Through the consultation process, Pinal County has worked with numerous governmental and private agencies, including community development, zoning, planning, health, mental health, educational, veterans, homeless population, and other service agencies to find opportunities to coordinate the support of residents of low income and affordable housing.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

Through periodic meetings with developers, affordable housing providers, and representatives from various public services agencies, the Housing Department seeks to identify opportunities for collaboration. The County also works through its planning department on zoning and planning issues to facilitate the development of housing. Through its work with the Pinal County Coalition to End Homelessness, the county seeks to enhance coordination with partner agencies in providing health, mental health, and other services to homeless, public and assisted housing residents, and other low- and moderate-income residents.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Through its work with the Arizona Balance of State Continuum of Care and the Pinal County Coalition to End Homelessness, Pinal County has a strong understanding of the needs of homeless and at-risk of/imminently homeless people and works to identify additional resources for the provision of housing and services to chronically homeless individuals and families, families with children, veterans, and unaccompanied youth.

The proposed CDBG and HOME projects will not directly affect persons experiencing homelessness. The Pinal County Coalition to End Homelessness, under the umbrella of the State of Arizona Balance of State Continuum of Care, and in collaboration with various county partners and non-profits are working to address homelessness in Pinal County. Their current strategic goals include:

1. Facilitate monthly coalition meetings to engage stakeholders in activities to end homelessness'
2. Operate a coordinated entry system which uses a priority list for housing persons experiencing homelessness,
3. Operate a case conferencing committee who reviews and discusses the by name list monthly,

4. Conduct planning activities under the state continuum of care program and provides members of the local coalition to attend and serve of statewide committees,
5. Conduct the annual point in time count,
6. Identify service gaps and how to address them through research, and an analysis of services within Pinal County,
7. Prepare and submit applications to the state of Arizona for rapid re-housing and continuum of care planning funds,
8. Encourage local level coalitions while fostering programs and services for persons who are experiencing homelessness.

With the incorporation of ESG funding under the FY2021, Pinal County will have a dedicated funding source for providing housing options to person experience or at-risk of homelessness.

As part of its Strategic Planning process, the county will look to experts and best practices throughout the nation to make use of limited resources. For example, the county will review the United States Interagency Council on Homelessness (USICH) FY2018-2022 Home, Together Strategic Plan to Prevent and End Homelessness and the agency's 100+ toolkits and resources for preventing, reducing, and ending homelessness, as well as strengthening support services for homeless individuals and families.

One best practice involves creating networks of care among providers. The county will expand and strengthen its partnerships among the various agencies supporting homeless people. Collective impacts would be stronger than any one organization's impact in helping homeless people to regain stable living conditions.

Pinal County will also learn from the successful collaborations undertaken in both Apache Junction and Casa Grande, which has developed Homeless Coalitions; Strategic Plans to support homeless people and those at risk of homelessness; a rotating community of churches providing bedding, meals, showers, and other supports to homeless people; and Community Resource Centers.

Pinal County is working with the Balance of State's Continuum of Care on Homelessness (CoC) to develop a countywide strategic plan to address the needs of homeless individuals and families. The plan will establish subcommittees to focus on the various goals and strategies to support homeless people. Casa Grande and Apache Junction have also received state funding to develop their municipalities' strategic plans.

Among the goals of the countywide strategic plan will be preventing homelessness; providing more effective outreach to homeless persons; addressing individuals' and families' emergency and transitional housing needs; rapidly re-housing homeless people in order to reduce their time without permanent shelter; and helping connect homeless people or those at risk of homelessness with services and support.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The county will receive ESG funding for the first time in FY2021.

Pinal County is a member of the Balance of State CoC under the direction of the Arizona Department of Housing. This state office utilizes Federal and State dollars to fund homeless services statewide. The state's funding sources include the Emergency Solutions Grant (ESG), General Funding (GF), AZ State Lottery, Social Services Block Grant (SSBG) and Temporary Assistance for Needy Families (TANF).

The CoC works with other CoCs throughout the state and provides data regarding the number of and needs of homeless people. The Balance of State CoC's strategic plan for the 2016-2018 period has as "Opening Door Goals:"

- Prevent and end homelessness among Veterans by 2015
- Finish the job of ending chronic homelessness by 2017
- Prevent and end homelessness for families with children and youth by 2020
- Set a path to ending all types of homelessness

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Pinal County Housing Authority
	Agency/Group/Organization Type	Housing PHA Services - Housing Service-Fair Housing Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Pinal County Housing Department/Public Housing Authority manages Pinal County Housing Rehabilitation Program. A portion of HOME funds will be used for an owner occupied housing rehabilitation project to benefit the entire Pinal County.
4	Agency/Group/Organization	CITY OF ELOY
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Participating Jurisdiction
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	As a Pinal County participating jurisdiction under the CDBG program communities are consulted for project ideas and needs.
5	Agency/Group/Organization	FLORENCE, TOWN OF
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Participating jurisdiction

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	As a Pinal County participating jurisdiction under the CDBG program communities are consulted for project ideas and needs.
6	Agency/Group/Organization	MARICOPA, CITY OF
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Participating jurisdiction
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	As a Pinal County participating jurisdiction under the CDBG program communities are consulted for project ideas and needs.
7	Agency/Group/Organization	Town of Mammoth
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Participating jurisdiction
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	As a Pinal County participating jurisdiction under the CDBG program communities are consulted for project ideas and needs.
8	Agency/Group/Organization	PINAL COUNTY
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Identify needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Under the Citizen Participation process Pinal County government offices, management, Board of Supervisors are consulted to identify project needs.
9	Agency/Group/Organization	Pinal County Community Development
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Identify needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Under the Citizen Participation process Pinal County government offices, management, Board of Supervisors are consulted to identify project needs.
10	Agency/Group/Organization	Pinal County Public Works
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Identify needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Under the Citizen Participation process Pinal County government offices, management, Board of Supervisors are consulted to identify project needs.
11	Agency/Group/Organization	Pinal County Coalition to End Homelessness
	Agency/Group/Organization Type	Other
	What section of the Plan was addressed by Consultation?	Identify needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Chairman of the coalition attended a public meeting to discuss the needs of the coalition and persons experiencing homelessness.

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Pinal County Coalition to End Homelessness	The Coalition seeks to provide housing opportunities for the homeless population similarly the Pinal County Consolidated Plan and Annual Action Plan consider opportunities for housing development.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The citizen participation process included the input of units of local governments (UGLGs), nonprofits, members of the public, county staff and elected officials, and other community partners. The 2021 Annual Action Plan is the result of these efforts based on the foundation of addressing housing and community development needs to benefit primarily low and moderate income residents of Pinal County.

Pinal County completed a variety of public meetings and hearings to solicit input from the public on the use of the CDBG, HOME, and ESG funds. In accordance with the approved citizen participation process, Pinal County advertised in various county newspapers, on the county website, through email distribution lists and notifications to partner agencies, through social media outlets, at the public housing authority office, posted at twelve libraries throughout the county, and posted by the participating communities in the county's CDBG program.

Pinal County holds a minimum of four public meetings in the participating jurisdictions. During the time of COVID, some virtual meetings were held.

Pinal County finalized the process by holding two public hearings before the Board of Supervisors.

Pinal County makes every effort to engage the public in the decision making and goal setting process. Future efforts will be made to engage other groups.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p>	During the February 8, 2021 public meeting, one member of the Pinal County staff, and two members of the City of Eloy staff were present.	Potential projects included ADA sidewalks, swimming pool improvements, bike path, housing rehabilitation, outdoor fitness equipment.	All comments were accepted. The City of Eloy in consultation with staff and the City Council selected the project to proceed based upon time, funding, and need.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p>	During the February 16, 2021 public meeting, two members of the Pinal County staff, and one member of the City of Maricopa staff were present.	Potential projects included solar street lighting for the Heritage District and multi-use path.	All comments were accepted. The City of Maricopa in consultation with staff and the City Council selected the project to proceed based upon the need. Ultimately, a different project, utility improvements was proposed at a future public meeting and was selected.	
3	Public Meeting	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p>	During the February 17, 2021 public meeting, two members of the Pinal County staff, and one member of the Town of Florence staff were present.	Potential projects included ADA sidewalks.	All comments were accepted. The Town of Florence in consultation with staff and the City Council selected the project to proceed based upon the need.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Meeting	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p>	During the February 18, 2021 public meeting, two members of the Pinal County staff, and eight members of the Town of Mammoth were present.	Potential projects included creation of a youth center for tutoring, expansion of the library, lighting at the park, housing rehab, kitchen equipment at the Senior Center, water system improvements, and broadband wireless access.	All comments were accepted. The Town of Mammoth in consultation with staff and the City Council selected the projects to proceed based upon the need. Ultimately, a different project proposed at a future public meeting was selected in addition to the construction of water system improvements proposed under FY2020.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Meeting	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p>	During the March 26, 2021 public meeting, three members of the Pinal County staff, and one member of the public were present.	Housing opportunities for persons experiencing homelessness is needed.	Pinal County will use ESG funds to address this need.	

6	Public Hearing	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p>	During the March 24, 2021 public hearing before the Board of Supervisors, only one member of the public spoke.	<p>1. Mr. Morales wished the Board to consider services for the growing number of homeless in the Gold Canyon/Apache Junction area. 2. Chairman Smith would like to identify blighted properties, clear them, and build housing to add to the Pinal County Housing Authority housing stock.3. Supervisor Goodman would like to see bike paths and sidewalks in the San Tan Valley area.4. New projects for the City of Maricopa - utility improvement project was read</p>	<p>1. The County will use the new allocation of ESG funding to address homelessness.2. Although building housing for the PHA is prohibited under HOME funds, the county will use HOME funds for housing development projects.3. Some areas of San Tan Valley are not considered low and moderate income. Staff will look into the eligible areas for future projects.4. comments were accepted.5. comments were accepted.6. This project is deferred to FY22 because design and engineering is not complete.7. This project was not accepted until verification of benefit</p>	
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
				into the record.5. New projects for the Town of Mammoth - park improvements and water system projects were read into the record.6. Pinal County staff proposed the installation of sewerlines in Colonial del Sol.7. Pinal County staff proposed improvements to West Pinal Park.	to LMI residents is provided.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Public Hearing	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p>	A public hearing will be held on May 5, 2021 to approve the proposed action plan.			

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The anticipated resources for the county's projects are the CDBG and HOME funds.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 3				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$1,807,410	0	\$3,140,697	\$4,948,107	\$3,600,000	Funding based upon notice of award by HUD and the signed funding agreement. The anticipated remainder amount is based on assumptions of a similar award over the remaining three years of the Con Plan.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 3				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	\$612,860	0	\$620,986	\$1,233,846	\$1,240,000	Funding based upon notice of award by HUD and the signed funding agreement. The anticipated remainder amount is based on assumptions of a similar award over the remaining three years of the Con Plan.
Other -	public - local	Housing	\$153,215	0	\$155,500	\$308,715	\$310,000	Pinal County is required to contribute a 25% match to the HOME program. These funds may be in the form of cash, in-kind, or contributions from a community housing development organization, or housing developer.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 3				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	public - federal	Homelessness Services	\$156,877	0	0	\$156,877	\$312,000	Funding based upon notice of award by HUD and the signed funding agreement. The anticipated remainder amount is based on assumptions of a similar award over the remaining three years of the Con Plan.
Other	public – local	Homelessness Services	\$156,877	0	0	\$156,877	\$312,000	Pinal County is required to contribute a 1:1 match to the ESG program. These funds may be in the form of cash or in-kind.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Pinal County leverages funds from private and non-federal public sources to meet match requirements with cash contributions from non-federal Pinal County has a minimum match requirement for HOME funds. This amount will be captured through partnerships with community housing development organizations on specific projects, through in-kind staff for program compliance, or through other means such as donations or cash. The county has land to contribute to the development of housing opportunities with the HOME funds. Pinal County will also use developer cash match. Pinal County will use staff and non-profit agencies who participate in the Pinal County Coalition to End Homelessness as in-kind match towards the ESG efforts.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Pinal County anticipates using publically held land to leverage for the HOME program and housing development opportunities. This land includes six parcels of residential land located in the Eloy and Toltec areas of central Pinal County.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve Public Facilities/Develop Infrastructure	2019	2024	Non-Housing Community Development	County-wide	Non-Housing Community Development	CDBG: \$1,807,410	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 14,846 Persons Assisted
2	Increase Affordable Quality Housing	2019	2024	Affordable Housing	County-wide	Affordable Housing	HOME: \$612,860	Homeowner Housing Added: 5 Household Housing Unit Homeowner Housing Rehabilitated: 4 Household Housing Unit
3	Provide access to Affordable Housing	2019	2024		County-wide	Affordable Housing	ESG: \$156,877	Housing opportunities for 5 persons experiencing homelessness.

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Improve Public Facilities/Develop Infrastructure
	Goal Description	Six projects located throughout the county will be completed. These projects will improve public facilities and develop infrastructure including installation of fire hydrants, park improvements including ADA accessibility items, water system improvements, installation of ADA compliant sidewalks and other infrastructure.
2	Goal Name	Increase Affordable Quality Housing
	Goal Description	The county will work to increase the supply of affordable housing throughout the county by rehabilitating homes of low- and moderate-income families so that they may remain in their homes. The county will also work with a community development housing organization and for-profit developers to develop affordable housing.
3	Goal Name	Provide access to Affordable Housing
	Goal Description	Pinal County will incorporate rental housing and case management services or 5 persons who are experiencing homelessness.

Projects

AP-35 Projects – 91.220(d)

Introduction

The county will utilize CDBG funding for the projects outlined below.

Projects

#	Project Name
1	Administration of CDBG Program
2	Hopi Hills fire hydrant installation
3	Eloy ADA park improvements
4	Florence ADA sidewalk improvements
5	Mammoth water system improvements
6	Mammoth park improvements
7	Maricopa utility improvements
8	Owner occupied housing rehab
9	Housing development
10	CHDO Housing development
11	Administration of ESG program
12	Housing assistance for homeless persons

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Pinal County has four participating communities, each community identifies a project within their jurisdiction these communities are Eloy, Florence, Maricopa, and Mammoth. Pinal County jurisdictions under this program year included the unincorporated community of Hopi Hills. These areas were identified based on project need, project readiness and benefit to low income populations.

AP-38 Project Summary
Project Summary Information

1	Project Name	Administration of CDBG Program
	Target Area	County-wide
	Goals Supported	Improve Public Facilities/Develop Infrastructure Increase Affordable Quality Housing
	Needs Addressed	Non-Housing Community Development Affordable Housing
	Funding	CDBG: \$120,000
	Description	Per 24CRF570.206(a)(1), the county will fund program administrative costs including project management, procurement, reporting, compliance, and monitoring of subrecipients. ELIGIBLE ACTIVITY: Program Administration Costs. MATRIX CODE: 21A
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Administrative position to manage the CDBG program 3 FTE
2	Project Name	Hopi Hills fire hydrant installation
	Target Area	County-wide
	Goals Supported	Improve Public Facilities/Develop Infrastructure
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$1,167,410
	Description	Per 24CFR570.201cThe proposed project will continue this project from FY20 and install 31 additional fire hydrants, 2,925 linear feet 6 inch DIP with polywrap and related fittings, 1,315 linear feet of 8 inch, and 1,300 linear feet of 12 inch DIP with polywrap and related fittings to the Hopi Hills neighborhood. National CDBG Objectives: LMA BENEFIT TO LMI PERSONS/HOUSEHOLD -- Public Facilities and Improvements; Private/Public Owned Utilities MATRIX CODE: 03J
	Target Date	6/30/2023

	Estimate the number and type of families that will benefit from the proposed activities	This project will serve 2,005 persons of whom 76% are low to moderate income.
	Location Description	Hopi Hills neighborhood Census Tract 16 Block Groups 1-3.
	Planned Activities	Construction and installation of water lines and fire hydrants.
3	Project Name	Eloy Jones Park ADA improvements
	Target Area	City of Eloy
	Goals Supported	Improve Public Facilities/Develop Infrastructure
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$130,000
	Description	Per 24CFR570.201 the proposed project will make improvements to Jones Park to include the installation of ADA compliant sidewalks and ramps. National CDBG Objectives: LMA BENEFIT TO LMI PERSONS/HOUSEHOLD -- Public Facilities and Improvements. MATRIC CODE: 03F
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	The project will benefit 9,610 persons of whom 69.25% are low to moderate income.
	Location Description	Eloy, Arizona
	Planned Activities	Construction
4	Project Name	Florence ADA compliant infrastructure
	Target Area	Town of Florence
	Goals Supported	Improve Public Facilities/Develop Infrastructure
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$130,000

	Description	Per 24CFR570.201c the proposed project competitively procure a contractor to remove 28 non-ADA compliant ramps and 5 driveway ramps; install 28 ADA compliant ramps, 5 driveway ramps, and approx. 300 l.f. of 5-foot wide sidewalks. Work may include removal of concrete, replacement of gutters, and installation of transitions, flares, and truncated domes. Work will take place on Ruggles between Quartz and Pinal, Pinal between Ruggles and 8th, Bailey between Ruggles and 8th, and 8th between Main and Bailey. National CDBG Objectives: LMC BENEFIT TO LMI PERSONS/HOUSEHOLD -- Public Facilities and Improvements. MATRIX CODE: 03L
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	The project will benefit approx. 95 seniors or persons with disabilities of whom 100% are considered low to moderate income.
	Location Description	Florence, Arizona Census Tract 9.01 Block Group 1.
	Planned Activities	Construction
5	Project Name	Mammoth water system improvements
	Target Area	Town of Mammoth
	Goals Supported	Improve Public Facilities/Develop Infrastructure
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$65,000
	Description	Per 24CFR570.201c the proposed project will competitively procure construction services to complete improvements to the Booster Station located at the corner of Highway 77 and Rash Drive. Design and engineering was completed under the FY20 CDBG application. National CDBG Objectives: LMA BENEFIT TO LMI PERSONS/HOUSEHOLD -- Public Facilities and Improvements; Private/Public Owned Utilities. MATRIX CODE: 03J
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	The project will benefit 1,530 persons of whom 69.28% are low to moderate income.
	Location Description	Mammoth, Arizona Census Tracts 24 and 22.

	Planned Activities	Construction
6	Project Name	Mammoth park improvements
	Target Area	Town of Mammoth
	Goals Supported	Improve Public Facilities/Develop Infrastructure
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$65,000
	Description	Per 24CFR570.201c To competitively procure ADA compliant bleachers and lighting for four community parks. Lights will be engineered by the Town Engineer and installed by town staff. Bleachers will be installed by town staff. National CDBG Objectives: LMA BENEFIT TO LMI PERSONS/HOUSEHOLD -- Public Facilities and Improvements; Private/Public Owned Utilities. MATRIX CODE: 03F
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	The project will benefit 1,530 persons of whom 69.28% are low to moderate income.
	Location Description	Mammoth, Arizona Census Tracts 24 and 22.
	Planned Activities	Equipment purchase and installation
7	Project Name	Maricopa Utility Improvements
	Target Area	City of Maricopa
	Goals Supported	Improve Public Facilities/Develop Infrastructure
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$130,000
	Description	Per 24CFR570.201c the proposed project will competitively procure a contractor to complete underground and conduit prep work for ED3 to remove existing overhead power lines within the Heritage District and replace them with underground lines. Design, engineering, removal/relocation to be completed by ED3, at their cost. National CDBG Objectives: LMA BENEFIT TO LMI PERSONS/HOUSEHOLD -- Public Facilities and Improvements; Private/Public Owned Utilities. MATRIX CODE: 03
	Target Date	6/30/2023

	Estimate the number and type of families that will benefit from the proposed activities	The project will benefit 76 persons of whom 100% are low to moderate income.
	Location Description	Heritage District, Maricopa, Arizona
	Planned Activities	Construction
8	Project Name	Owner occupied housing rehabilitation
	Target Area	County-wide
	Goals Supported	Increase Affordable Quality Housing
	Needs Addressed	Affordable Housing
	Funding	HOME: \$260,000
	Description	Per 24CFR 92.205, the county will rehabilitate owner occupied single family homes for low and moderate-income households. National CDBG Objectives: LMH BENEFIT TO LMI PERSONS/HOUSEHOLDS - Rehabilitation. MATRIX CODE: 14A
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	4 units, 100% LMI
	Location Description	Countywide
	Planned Activities	Construction
9	Project Name	Affordable Housing Development
	Target Area	County-wide
	Goals Supported	Increase Affordable Quality Housing
	Needs Addressed	Affordable Housing
	Funding	HOME: \$260,931 Pinal County and Private (non-federal) Match: \$130,233
	Description	Per 24 CFR 92.205, the county will work with a housing developer to increase the availability of affordable housing through new construction. National CDBG Objectives: LMH BENEFIT TO LMI PERSONS/HOUSEHOLDS - Development. MATRIX CODE: 12

	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	4 units, 100% LMI
	Location Description	County-wide
	Planned Activities	Construction
10	Project Name	Affordable Housing Development – CHDO set-aside
	Target Area	County-wide
	Goals Supported	Increase Affordable Quality Housing
	Needs Addressed	Affordable Housing
	Funding	HOME: \$91,929 Pinal County and Private (non-federal) Match: \$23,000
	Description	Per 24CRF92.208, the county will work with a Community Housing Development Organization to build affordable housing unit(s). National CDBG Objectives: LMH BENEFIT TO LMI PERSONS/HOUSEHOLDS Housing Development. MATRIX CODE: 12
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	1 unit, 100% LMI
	Location Description	County-wide
11	Planned Activities	Construction
	Project Name	Administration of ESG program
	Target Area	County-wide
	Goals Supported	Assistance to homeless and at-risk of homelessness persons
	Needs Addressed	Supporting homeless persons
	Funding	ESG: \$6,877 Pinal county and Private (non-federal) In-kind Match: \$156,877

	Description	Per 24CFR 576.108, the county will use the administrative funds for print and advertising materials. National CDBG Objectives: LMC BENEFIT TO LMI PERSONS/HOUSEHOLDS Homeless services. MATRIX CODE: 21A
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	Countywide
	Planned Activities	Administration
12	Project Name	Emergency Shelter Services
	Target Area	County-wide
	Goals Supported	Assistance to homeless and at-risk of homelessness persons
	Needs Addressed	Supporting homeless persons
	Funding	ESG: \$150,000
	Description	Per 24CFR 576.103, 104, 105, and 106, the county will use the funds homelessness prevention, rapid rehousing, rental assistance, and case management for persons experiencing or at-risk of homelessness. National CDBG Objectives: LMC BENEFIT TO LMI PERSONS/HOUSEHOLDS Homeless services. MATRIX CODE: 05S
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	5 households of which 100% are LMI
	Location Description	Countywide
	Planned Activities	Public Service activity

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Pinal County is the third largest county within Arizona with a population over 462,789 (US Census Bureau Population Estimates July, 1, 2019). The County is over 5,386 square miles which includes eleven local governments and four Indian Communities. Pinal County's CDBG program covers the unincorporated portions of the county which make up approx. 70% of the total square miles. There are four participating communities within the County Entitlement Program. These communities include Eloy, Florence, Maricopa, and Mammoth. Each participating community will complete a project.

The county's projects, focused on the unincorporated areas and those communities who are part of the county program. These communities include Eloy, Florence, Mammoth, and Maricopa.

The HOME projects do not use geography as the basis for targeting funds. It is intended resources will be utilized throughout the county's jurisdiction to benefit low and moderate income households and people. With the exception of the housing rehabilitation program. These funds will only be used in unincorporated Pinal County and the participating communities.

The following is a breakdown of the areas to receive funding:

Hopi Hills: 45% of the funds to benefit 2,005 persons of whom 65% are low and moderate income. 48% of the residents within Hopi Hills are Hispanic, 14% are over the age of 65, and 36% are under the age of 18 demonstrating a high number of families within the area.

Mammoth: 5% of the funds will benefit 1,530 persons of whom 69% of the residents of this community are low and moderate income. 66% are Hispanic, 17% under the age of 18, and 20% over the age of 65. This project will benefit the entire community.

Eloy: 5% of the funds will benefit 9,610 persons of whom 69% of the residents of this community are low and moderate income. 57% are Hispanic, 12% are under the age of 18, and 26% are over 65. The project will benefit the entire community, however the project involves ADA compliance thus addressing a targeted population.

Florence: 5% of the funds will benefit 95 persons. The project is an ADA compliance project and will benefit a targeted population of residents including seniors and persons with disabilities. 39% of the residents within the census tract are Hispanic, 21% are under the age of 18, and 15% over the age of 65.

Maricopa: 5% of the funds will benefit 76 persons of whom 100% are low and moderate income. 27% of the residents within the Heritage District are Hispanic, 32% are under the age of 18, and 6% over the age

of 65.

The remaining 35% of the funds are housing related projects countywide. All housing projects will be income based and provide benefit only to low and moderate income households.

Geographic Distribution

Target Area	Percentage of Funds
Hopi Hills	45%
County-wide	35%
Eloy	5%
Florence	5%
Mammoth	5%
Maricopa	5%

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

When Pinal County became an entitlement community, invitations were extended to local jurisdictions to join the effort. The Pinal County Board of Supervisors held numerous meetings to discuss how those communities might receive funds. Although a calculation was originally created based upon housing conditions and low income population figures, the communities ultimately requested an equal distribution of funding based upon their proportionate share contributed to the total Pinal County allocation as determined by HUD. These communities identified their projects under the citizen participation process and their local governing boards made final decision. These projects were to have met the CDBG program requirements and provide benefit to low and moderate income persons.

Pinal County identified projects based upon current needs relating to health and safety, a suitable living environment and projects that provided benefit to low and moderate income persons.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

As indicated in the housing needs assessment, the most common housing problems experienced by households in Pinal County are (in descending order) housing cost burden greater than 30% of income; housing cost burden greater than 50% of income; households that are overcrowded, as well as of substandard housing units (either lacking complete plumbing or kitchen facilities.) Of those households in Pinal County earning 100% of the HUD Area Median Family Income (HAMFI) or less, approximately 51.1% have one of the four common housing problems.

In addition, the needs assessment has also identified the need for more affordable rental housing options due to families in households experiencing cost burdens.

To address these problems, the county will offer rehabilitation assistance to low- and moderate-income families so that they may remain in their affordable and safe homes.

Pinal County will also work with a Community Housing Development Organization to build affordable housing for low and moderate income households or provide other means of access to affordable housing.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	4
Total	4

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	4
Acquisition of Existing Units	0
Total	4

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Low-income families, particularly people with disabilities or elderly citizens, live in substandard housing conditions. Blight is a significant issue throughout the county; of 1,200 cases that went to county

hearings for code violations, approximately 200 were those of elderly people who cannot afford to fix their homes. The county's rehabilitation program will offer support to citizens.

The FY2020 is the first year of HOME funds for Pinal County. Under the requirements of the program, 15% of the funding will go to working with a Community Housing Development Organization. Pinal County will develop an request for proposals to determine a viable project to be completed within the required timeframe of the HOME program. This project could be housing development and/or rea rental program.

AP-60 Public Housing – 91.220(h)

Introduction

The county currently has 169 units of public housing and 1,659 units of affordable housing.

Actions planned during the next year to address the needs to public housing

In the next year, the county will sell a 30-unit public housing property and leverage the proceeds as matching funds to raise private, state, or other funds for more public housing stock.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Today, the county offers the Resident Opportunity and Self-Sufficiency Program (ROSS), which is a voluntary program that connects public housing residents with community services and resources to empower and promote self-sufficiency through education, job training, counseling, budgeting finances, and legal issues.

In addition, the county offers the Family Self-Sufficiency program, which is voluntary program that provides participants in the Housing Choice Voucher Program the opportunity to achieve economic independence over a five-year period. This is achieved through the close assistance of a program coordinator who supports, monitors, and links the participant to public and private resources in the community.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

The county will work to utilize funds from the sale of a 30-unit property to develop more public housing in communities that offer citizens more amenities and supports. The county will continue to leverage its ROSS and Family Self-Sufficiency programs to equip residents with the skills and information they need to achieve economic independence and self-sufficiency.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The proposed CDBG and HOME projects will not directly affect person experiencing homelessness. The Pinal County Coalition to End Homelessness, under the umbrella of the State of Arizona Balance of State Continuum of Care, and in collaboration with various county partners and non-profits are working to address homelessness in Pinal County. Their current strategic goals include:

1. Facilitate monthly coalition meetings to engage stakeholders in activities to end homelessness.
2. Operate a coordinated entry system which uses a priority list for housing persons experiencing homelessness.
3. Operate a case conferencing committee who reviews and discusses the by name list monthly.
4. Conduct planning activities under the state continuum of care program and provides members of the local coalition to attend and serve of statewide committees.
5. Conduct the annual point in time count.
6. Identify service gaps and how to address them through research, and an analysis of services within Pinal County.
7. Prepare and submit applications to the state of Arizona for rapid re-housing and continuum of care planning funds.
8. Encourage local level coalitions while fostering programs and services for persons who are experiencing homelessness.

As part of its Strategic Planning process, the county will look to experts and best practices throughout the nation to make use of limited resources. For example, the county will review the United States Interagency Council on Homelessness (USICH) FY2018-2022 Home, Together Strategic Plan to Prevent and End Homelessness and the agency's 100+ toolkits and resources for preventing, reducing, and ending homelessness, as well as strengthening support services for homeless individuals and families.

One best practice involves creating networks of care among providers. The county will expand and strengthen its partnerships among the various agencies supporting homeless people. Collective impacts would be stronger than any one organization's impact in helping homeless people to regain stable living conditions.

Pinal County will also learn from the successful collaborations undertaken in both Apache Junction and Casa Grande, which has developed Homeless Coalitions; Strategic Plans to support homeless people and those at risk of homelessness; a rotating community of churches providing bedding, meals, showers, and other supports to homeless people; and Community Resource Centers.

Pinal County is working with the Balance of State's Continuum of Care on Homelessness (CoC) to develop a countywide strategic plan to address the needs of homeless individuals and families. The plan will establish subcommittees to focus on the various goals and strategies to support homeless

people. Casa Grande and Apache Junction have also received state funding to develop their municipalities' strategic plans.

Among the goals of the countywide strategic plan will be preventing homelessness; providing more effective outreach to homeless persons; addressing individuals' and families' emergency and transitional housing needs; rapidly re-housing homeless people in order to reduce their time without permanent shelter; and helping connect homeless people or those at risk of homelessness with services and support.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The county will utilize the resources of the Casa Grande and Apache Junction Resource Centers to provide outreach and connect people to services and government benefits to which they are entitled.

As part of its countywide Strategic Plan, the county will also work with other agencies to strengthen the use of a standardized intake form for the assessment of and referral of homeless and at risk of homeless people. For example, the state's three Continua of Care utilize the VI-SPDAT (Vulnerability Index - Service Prioritization Decision Assistance Tool), a survey administered both to individuals and families to determine risk and prioritization when providing assistance to homeless and at-risk of homelessness persons. The tool will help to coordinate services and will be designed to keep clients from "falling through the cracks" as they seek services and support. Developing additional coordination, MOUs, and referrals among providers will assist homeless people in finding needed supports.

Addressing the emergency shelter and transitional housing needs of homeless persons

The county has limited shelter capacity for homeless people who are victims of domestic abuse or veterans, but no general emergency shelter exists. Community Action Human Resources Agency (CAHRA) provides various housing assistance and the Pinal County Housing Authority provides rental assistance through the recent CDBG-CV funding allocation.

As part of its strategic plan, the county will explore the most effective models for emergency, transitional, and permanent housing. The Balance of State's Continuum of Care official suggested that, if the county considers building shelters, best practices indicate smaller shelters of 25-50 people are most effective. The County will also seek additional resources for housing, homeless services, and long term services to reduce the homeless population and increase chances for sustained independence.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to

permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In addition to offering a preference point for homeless public housing applicants, the County's Housing Department is applying for the Veteran Affairs Supportive Housing (VASH) funding for homeless veterans. The county is also restarting a pilot VASH program in Pinal with four VASH cash vouchers from Tucson. There are currently seven qualified veterans on the waitlist for this funding; in year one, at least four will get vouchers once the MOU with Tucson is finalized.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

As part of its Strategic Plan for Homelessness, the county will seek to streamline processes for health organizations assisting homeless clients to a coordinated entry point into the system of housing and other supports for homeless people. Further, the plan will consider strengthening engagement with homeless individuals and families through community-based services that enable clients to return to their former support networks. As part of that plan, the county and its agency partners will fortify use of the VI-SPDAT (Vulnerability Index - Service Prioritization Decision Assistance Tool through additional coordination, MOUs, and referrals among providers will assist homeless people in finding needed supports.

Challenges also exist for previously-incarcerated people leaving institutions. Pinal is home to approximately 40% of all inmates in the state. While in jail, inmates with sentences over two years are eligible for GED classes and workforce training, while inmates with lower sentences are not. With so much construction and economic development occurring within its borders, the county will consider opportunities for providing inmates with training and skills to enter the workforce.

Discussion

The county has limited housing support and services available for homeless people and families. The county has the opportunity, through its Strategic Planning process, to identify best practices for providing housing and other services that can return people to their communities of support.

The county's Housing Department is a member of several coalitions that work together to improve the lives of homeless and low- to moderate-income people in the community. Through these partnerships

and networks, the county can help multiply the benefits individual agencies can offer.

The county has supported coalitions in Apache Junction and Casa Grande in their collaborative efforts to support homeless citizens, including the establishment of resource centers in both communities. With so many excellent models and resources available, the county does not have to “reinvent the wheel” but can adapt practices to the unique needs of the county.

CDBG and HOME funding will be looked at for future housing related projects once a strategic plan has been finalized.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

County residents generally lack a good understanding of Fair Housing Choice laws and where to report cases of housing discrimination. In their community surveys, 78% respondents were not aware of real estate practices that limit Fair Housing Choice (such as steering people to particular neighborhoods or claiming no housing is available) with another 11% stating they aren't sure. Over 35% did not know or were unsure of whether they knew Fair Housing Laws, and 73% reported they didn't know or were unsure of where to report housing discrimination within the county. Forty two percent of agencies surveyed stated that their clients were not aware of Fair Housing Laws. Twenty five percent of agencies did not know or were neutral about whether they knew where to refer clients for Fair Housing discrimination reporting.

Transportation is an issue for families, particularly in rural areas. Among the 330 citizens surveyed, 52 (16.8%) disagreed or strongly disagreed with the statement that "I have sufficient transportation available to get to work, appointments, etc." Eighty three percent of agencies surveyed disagreed or strongly disagreed with this statement in regards to their clients.

A lack of affordable housing throughout the county has a greater impact on classes protected by the fair housing act. For example, one official stated that there aren't a lot of handicapped accessible apartments. Fifty eight percent of agencies surveyed stated that the high cost of housing would likely cause their clients to leave the county in the next five years.

County officials and community residents report some incidences of NIMBY-ism, in several instances citizens have spoken against multi-family housing within areas of single-family housing as part of the development/building process.

Because Arizona counties are considered political and legal subdivisions of the state, Pinal County can only do what the state allows. Some laws make it challenging to make affordable housing a good value proposition for developers. For example, state law does not allow for tax rebates; that is, property tax classifications for affordable housing are not allowed and are not a factor in land valuation or assessment to dictate property value. AZ Rev Stat § 9-499.10 (2014) allows for Infill Incentive Districts in which a city or town may designate an area as distressed based on vacant or dilapidated buildings or parcels, a loss of population, high crime levels, etc. to develop and revitalize the area. In doing so, the district can expedite the zoning and development process, waive fees, and lower construction standards. State law does allow for increased density zoning. One official suggested that there is opportunity to provide for increased density on a project in return for a certain percentage of affordable housing.

Some impact fees may limit people's ability to make improvements to their properties. For example, people might be able to afford a cheap piece of land, but they can't afford the thousands of dollars to

pay toward road fees, general use, residential use fees in order to install a manufactured home there.

State laws allow landlords to evict people for nonpayment of rent within five days (vs. 30 days for most other states.) Additionally, tenants cannot withhold rent for a landlord's refusal/procrastination in making necessary repairs, leaving tenants with few rights.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The county will explore incentives such as Infill Incentive Districts, density zoning, and other zoning policies to make the building of affordable housing more attractive to developers, who are currently focused on the single family home market.

The county will continue to work with the Southwest Fair Housing Council, the Arizona Attorney General's Office, and the Arizona Department of Housing to provide education and training to residents so that they may learn about the benefits of affordable housing, diverse neighborhoods, and the county's fair housing obligations, and monitor current events throughout the county and proactively respond to situations which may impact members of the protected classes. In particular, the county will focus on helping people in the protected classes to understand the mortgage lending process and their Fair Housing Rights. The county will also promote the socialserve.com website which lists affordable housing developments by municipality.

The county will also ensure that its sub-recipients are trained in effective fair housing referral procedures and encouraged to report any concerns of its clients.

In the more rural, eastern side of the county, and in Casa Grande and Apache Junction, elderly citizens and citizens with disabilities who have lived in their homes for many years find it difficult to keep up with the costs and logistics of home upkeep and repairs. As a result, the county is considering further support of home repairs/renovations so that people may remain in their homes.

Depending on the resolution of the court case against the county voters' transportation tax, the county will seek additional funding for expanded transit service throughout the county, or at least more stops within the existing higher-density bus corridors. Municipalities may help fund additional service if their communities participate in the service.

Discussion:

The county is committed to removing barriers affecting Fair Housing Choice. As in many communities, factors creating barriers are complex and intertwined. Educating people in the protected classes about their rights, as well as educating the broader community about the benefits of Fair Housing Choice, are a

key strategy for improving access to affordable housing.

Within the restrictions of state law, the county will also seek creative ways to incentivize developers to consider developing affordable housing. For example, considering Infill Incentive Districts, increased density in exchange for affordable housing units, and other zoning policies would make the building of affordable housing more attractive.

Another way to maintain the supply of affordable housing is to help struggling families to stay in homes that need critical repairs. Providing families with assistance in remaining in their homes through repairs or renovations is also critical to their ability to remain independent in an affordable home.

The county is often referred to as a “drive-til-you qualify” housing market. People drive farther away from Phoenix (or other central business districts) in order to find housing they can afford. With that distance comes fewer amenities, and for those without reliable transportation, little access to employment, schools, medical facilities, or shopping exists.

After a voter-approved tax to fund a regional transportation agency and a regional transportation plan was tied up in court, the county is waiting to learn the result of that case. Depending on the outcome, the county may again seek funding to develop a regional approach to transportation, partnering with agencies in Maricopa County, for example.

AP-85 Other Actions – 91.220(k)

Introduction:

Pinal County will continue to engage in various activities during the 2020 Program year to address housing, homelessness, and non-housing community development needs in order to further its goals. Future program years will result in a greater use of funding towards affordable housing projects.

Pinal County's previously completed Housing Assessment provided for goals to address affordable housing. These goals and objectives remain consistent and include:

1. GOAL: Increase capacity for and coordination of affordable housing programs and projects. Evaluate and establish processes, Create formal and informal organizational structures to support housing policies and activities, Develop education materials and outreach activities to support housing policies and action, and Support processes, organizational structure and education efforts through continued evaluation of housing conditions.

1. GOAL: Increase the availability of and access to a variety of funding resources. Increase the amount of non-local funding sources invested in housing, and Reduce reliance on non-local funding sources by establishing local funding sources and mechanisms.

1. GOAL: Increase the availability and dedication of land for future affordable housing production. Acquire and contribute land as a mechanism to ensure housing availability and affordability, and Expand the potential for privately-owned parcels to contribute to housing availability and affordability.

1. GOAL: Incorporate affordable housing and housing affordability into planning and zoning processes and decisions. Establish processes to promote housing quality, variety, and affordability, Continually examine housing affordability through assessment of policies and standards, Incorporate policies and mechanisms that promote housing availability and affordability into local/county codes, standards, and related requirements, Expand the potential for additional housing availability and affordability through cooperation and expedition, Provide for a variety of uses that promote housing availability and affordability through zoning, Identify incentives to encourage housing availability and affordability, and Encourage affordable housing development.

1. GOAL: Encourage private investment in affordable housing. Encourage partnerships that will lead to additional affordable housing development and investment, Create incentives for private-sector investment in affordable housing, and Provide opportunities for private-sector investment and development.

1. GOAL: Develop and deliver community-based programs. Create administrative structures that support and encourage housing variety, quality, and affordability, Develop and implement programs to serve households in need of quality affordable housing, and Support and sponsor activities that expand household capacity to become self-sufficient.

Appropriate reference to annual revisions made in the PHA plan by the housing authority

The Pinal County Public Housing Authority (PHA) revises the PHA plans annually and all revisions made to the PHA plan by the housing authority align with HUD regulations and requirements and are available for public review on the housing website and at the main office.

Actions planned to address obstacles to meeting underserved needs

The county faces challenges to meeting underserved needs from a funding perspective, particularly in the area of affordable housing units targeted to low- and moderate-income people. Within the limitations of state law, the county will explore potential incentives for developers to create affordable housing in a very robust single family home housing market.

The county also recognizes a lack of coordination of services in the community. The county has many providers of social services, but consumers lack sufficient knowledge of them. Further, agencies aren't aware of other providers and subsequently may not know where to refer clients, leading to frustration on the part of people seeking services. The county will continue to work through its existing networks and relationships to better coordinate the provision of services for low- and moderate-income people.

The county works with its partner agencies to provide services to individuals and families that promote more stable homes and community environments, including food, public safety, and transportation services. For example, the county provides support from general funds for nonprofit organizations

serving seniors, veterans, and those needing food assistance.

Actions planned to foster and maintain affordable housing

In such a strong market for single family homes, the county will explore incentivizing developers to set aside a certain percentage of developed units for low-income households; “stacking” LIHTC credits; or utilizing Infill Incentive Districts. Additionally, the county will fund efforts to rehabilitate homes to assist low-income people, elderly people, and people with disabilities to remain in their homes.

Pinal County will continue to look for additional options for leveraging other financial resources for programs and services to address the needs of the underserved. Seek alternative funding sources and partnerships for rehabilitation and new development to expand multi-family rental development projects. Network with Code Enforcement to identify housing that pose health and safety concerns. The county will continue to invest in improvement and rehabilitation of older housing stock of owner occupied units. Pinal County will seek to remove barriers to affordable housing by preserving the existing affordable housing stock through capital improvement projects. Encourage affordable housing projects, e.g. tiny home project, Habitat for Humanity.

Actions planned to reduce lead-based paint hazards

Pinal County will Evaluate and reduce lead-based paint hazards. All public housing participants are provided with in-depth information on lead based paint hazards. Each housing unit has been inspected for lead based paint and has been cleared. In the event that lead-based paint is identified it will be properly abated.

The county offers an owner-occupied home rehabilitation program that includes the opportunity to remove LBP hazards. A forgivable, non-interest bearing loan (Deferred Payment Loan {DPL}) is issued to the qualified low- or moderate-income homeowner. The loan is secured by a lien and promissory note that will be forgiven at a rate of 10% per year for a period of between ten and 15 years as long as the dwelling is occupied by the owner. Currently, the program has a waiting list of 2-5 years and is subject to continued funding through the county. The county also provides information to all residents through an EPA brochure about LBP available on their website.

To further educate residents about the hazards of lead-based paint, the county will develop and run periodic public service announcements to make households with young children aware of the health risks. Additionally, the county will ensure that households receiving housing rehabilitation assistance are provided brochures on the hazards of lead-based paint.

Actions planned to reduce the number of poverty-level families

In order to reduce the number of residents who are living below the poverty line and aid in connecting citizens to economic opportunities, Pinal County will leverage resources in order to increase affordable

housing options; expand employment opportunities through workforce training; and improve access to certain services through better coordination of services and partnerships. With many new jobs coming to the county, a strong opportunity exists to provide citizens with opportunities for economic empowerment.

Pinal County will continue with efforts in conjunction with the Continuum of Care to reduce the number of families in poverty with through referrals or the development of services to provide families with job training, education, life skills, counseling services, and other needed services. Encourage Section 8 and public housing program participants to enroll in self-sufficiency programs offered through the housing department.

Actions planned to develop institutional structure

Pinal County has a wide range of service providers that include homeless prevention services, street outreach, emergency shelters, transitional housing, and mental health services. These services and programs are provided by nonprofit organizations and the Continuum of Care member agencies. Pinal County will identify opportunities to create partnerships with private and public entities for project development and funding.

The county recognizes that collective impacts would be stronger than any one organization's impact in helping low- and moderate-income people to regain and maintain stable living conditions. Coordinating the delivery of services to citizens is a first step in strengthening the reach and effectiveness of various social service supports.

Pinal County is well equipped to coordinate and implement activities among public, private, and nonprofit agencies. The county will continue to build on its existing network of partnerships, develop new partnerships, strengthen existing partnerships, and streamline processes in order to maximize the effectiveness of limited resources.

Actions planned to enhance coordination between public and private housing and social service agencies

Pinal County will continue to coordinate planning activities with service agencies and private housing providers. The county will also participate in coalitions and study groups.

Pinal County's Housing and Workforce Development Department participates in various workgroups that address different needs, including the Balance of State CoC, the Casa Grande Mayor's Task Force on Homelessness, and the Pinal County CARE Network. The county will address the goals to provide human services by providing funding through a Request for Proposal process to eligible agencies to improve the

access of supportive services.

Discussion:

The county will pursue numerous actions to strengthen and build on the existing network of provider services throughout Pinal County to provide citizens with safe, affordable housing; needed social services; and economic empowerment opportunities.

The Pinal County Housing Authority will maintain the current housing stock through routine maintenance, capital improvement projects to improve curb appeal, provide energy conservation, and modernization projects; Encourage resident enrollment in the Resident Opportunity Self-Sufficiency program; and Encourage resident participation in a resident advisory board.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is

as follows:

Pinal County will invest a minimum of \$153,233 in cash and/or inkind match to the HOME program under the affordable housing development project. In kind match my include land, for the development of affordable housing.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

Pinal County has developed guidelines for the owner occupied housing rehabilitation program to be funded with HOME funds. Recaptured funds as a result of the sale of assisted properties will be returned to Pinal County and expended under an open rehabilitation contract prior to the use of new HOME funds.

FY2020 is the first year Pinal County will receive HOME funds. Policies and procedures for recaptured funds under the affordable housing development project are currently being developed. All required policies and procedures will be completed prior to an executed agreement with a CHDO for a housing project.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

FY2020 is the first year Pinal County will receive HOME funds. Policies and procedures for recaptured funds under the affordable housing development project are currently being developed. All required policies and procedures will be completed prior to an executed agreement with a CHDO for a housing project.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

Pinal County does not plan to use HOME funds to refinance existing debt under the FY2020 AAP.



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 64

Dept. #: 311

Dept. Name: Public Works

Director: Andrew Smith

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Public Hearing and discussion/approval/disapproval of Second Expansion and Amendment of Arizona Water Company 2010 Franchise. (GA20-048) (Megan Villegas/Andrew Smith)

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

There aren't any expected fiscal considerations or impacts associated with this agenda item.

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

There aren't any expected performance impacts associated with this agenda item.

MOTION:

Approve as presented

History		
Time	Who	Approval
4/23/2021 1:07 PM	County Attorney	Yes
4/27/2021 8:28 AM	Budget Office	Yes
4/27/2021 8:38 AM	County Manager	Yes
4/27/2021 10:01 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Franchise](#)

When recorded return to:

Clerk of the Board
PO Box 827
Florence, AZ 85132

**SECOND EXPANSION AND AMENDMENT OF ARIZONA WATER
COMPANY 2010 FRANCHISE**

DO NOT DISCARD THIS PAGE. THIS COVER PAGE IS RECORDED AS PART OF YOUR DOCUMENT.
THE CERTIFICATE OF RECORDATION WITH THE FEE NUMBER IN THE UPPER RIGHT CORNER OF
THIS DOCUMENT IN THE PINAL COUNTY RECORDER'S OFFICE.

**SECOND EXPANSION AND AMENDMENT OF ARIZONA WATER COMPANY 2010
FRANCHISE**

WHEREAS, on August 4, 2010, pursuant to A.R.S. §40-283, The Board of Supervisors for Pinal County, Arizona ("Board") granted a franchise to Arizona Water Company, an Arizona corporation duly authorized to conduct business in the State of Arizona, ("2010 Franchise") for the purpose of constructing, operating and maintaining water utility lines and related appurtenances along, under and across public streets, alleys and highways and other rights of way, except federal and state highways, within a specified area of the unincorporated area of Pinal County ("Franchise Area") described in the 2010 Franchise;

WHEREAS, the 2010 Franchise was recorded in the official records of the Pinal County Recorder on August 8, 2010, under fee number 2010-074864.

WHEREAS, on June 5, 2013, pursuant to A.R.S. §40-283, The Board granted an Expansion and Amendment ("Expansion") of the Arizona Water Company 2010 Franchise for the purpose of expanding their franchise area in Pinal County and for constructing, operating and maintaining water utility lines and related appurtenances along, under and across public streets, alleys and highways and other rights of way, except federal and state highways, within a specified area of the unincorporated area of Pinal County;

WHEREAS, Arizona Water Company has duly filed and presented to the Board of Supervisors of the County of Pinal, State of Arizona, its application to expand the Franchise Area to include additional unincorporated area of Pinal County Described in Exhibit "A" attached hereto (hereinafter the "Second Expansion") for the purpose of expanding their franchise area in Pinal County and for constructing, operating and maintaining water utility lines and related appurtenances along, under and across public streets, alleys and highways and other rights of way, except federal and state highways, within a specified area of the unincorporated area of Pinal County;

WHEREAS, upon filing of said application, the Board of Supervisors of Pinal County has given notice of its intent to consider granting the Second Expansion and amending the 2010 Franchise and amending the 2013 Expansion by publishing said notice in a newspaper of general circulation, in Pinal County, Arizona, stating the time and place for consideration of the Second Expansion and Amendment;

WHEREAS, said application having come on regularly for hearing at 9:30 a.m. on May 5th, 2021; and it appearing from the affidavit of the publisher of San Manuel Miner that said time and place set for considering the Second Expansion and Amendment of the 2010 Franchise has been published for at least once a week for three consecutive weeks prior to said hearing date in accordance with A.R.S. §40-283(E), and an opportunity having been given to all interested parties to be heard;

NOW, THEREFORE,

Pinal County, by and through its Board of Supervisors hereby approves the Second Expansion described in Exhibit "A," attached hereto, for the purpose of expanding their franchise area in Pinal County and for constructing, operating and maintaining water utility lines and related appurtenances along, under and across public streets, alleys and highways and other rights of way, except federal and state highways, within the Second Expansion Area, under the terms set forth in the 2010 Franchise and the Expansion;

Pinal County, by and through its Board of Supervisors hereby amends the 2010 Franchise and the Expansion by amending the Franchise Areas covered by the 2010 Franchise and Expansion to include the additional unincorporated area of Pinal County described in Exhibit "A" attached hereto. Except for the expansion of the Franchise Areas, all other terms and conditions of the 2010 Franchise remain the same and in full force and effect for the period of time set forth in the 2010 Franchise.

IN WITNESS WHEREOF, the Board of Supervisors of Pinal County, Arizona, by its Chairman and its Clerk, thereunto duly authorized, has hereunto set its hand and cause its official seal to be affixed on this _____ day of _____, 2021.

PINAL COUNTY BOARD OF SUPERVISORS

Chairman

ATTEST:

Natasha Kennedy, Clerk of the Board

APPROVED AS TO FORM:

KENT VOLKMER
PINAL COUNTY ATTORNEY

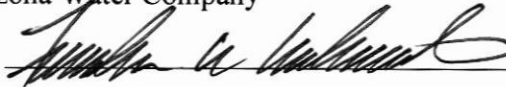
By: 
Scott Johnson, Deputy County Attorney

ACCEPTANCE OF SECOND EXPANSION AND AMENDMENT

Arizona Water Company, an Arizona Corporation, declares that the statements and recitals set forth above are correct and that the Second Expansion and Amendment is requested and accepted by Arizona Water Company.

Dated this 7th day of April, 2021.

Arizona Water Company

By: 

Title: President and Chief Operating Officer
DA000743A

STATE OF ARIZONA)
) ss.
County of)

The foregoing instrument was acknowledged before me this 7th day of April, 2021, by Fredrick K. Schneider of Arizona Water Company, an Arizona Corporation, and being duly authorized to do so, executed the foregoing instrument on behalf of the company for the purposes therein stated.


Notary Public

My commission expires: October 1, 2023

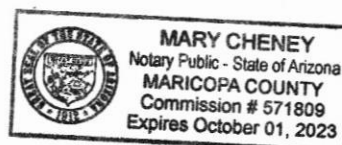
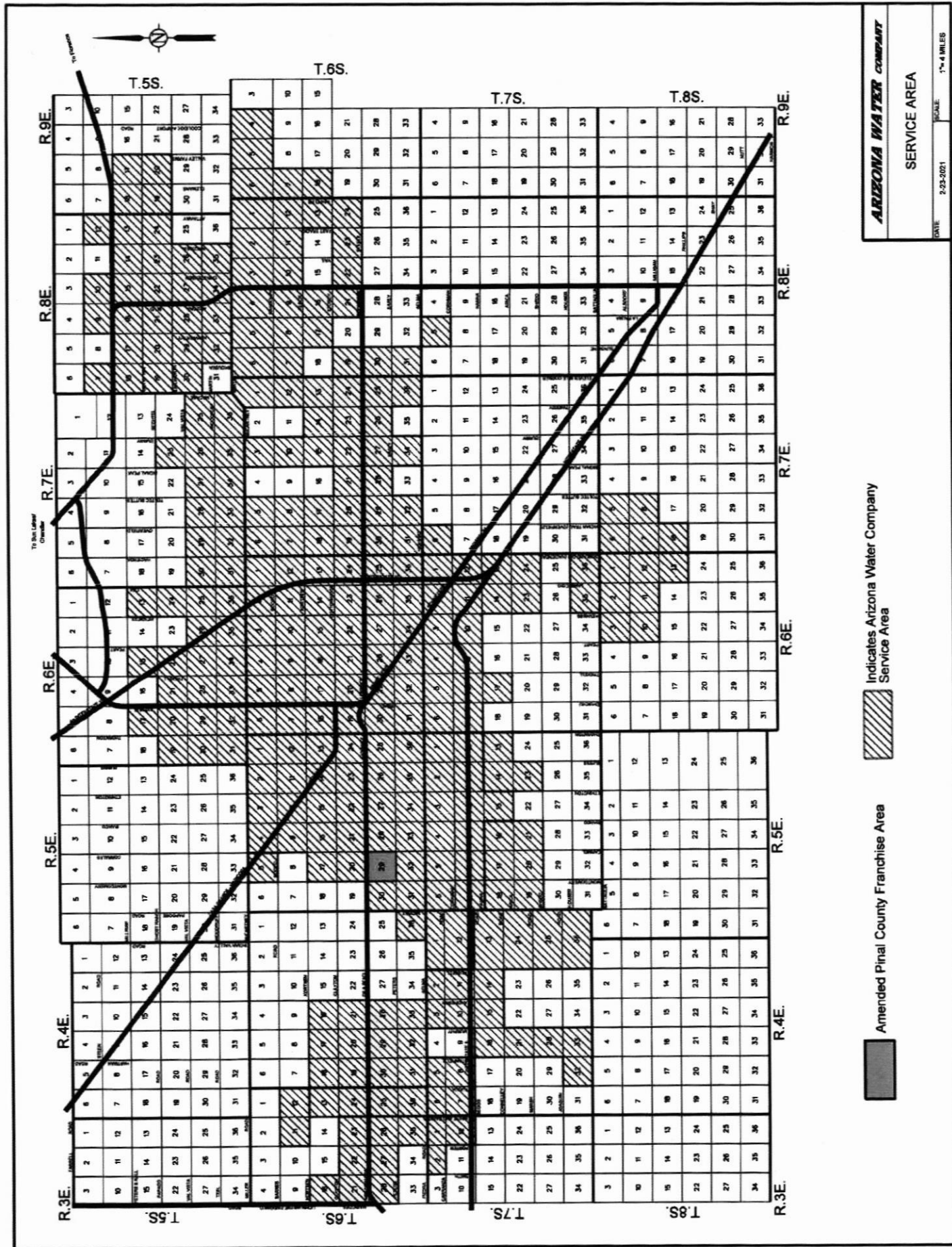


Exhibit A

Legal Description
Additional Franchise Area

T.6S., R.5E.

Section 29



19

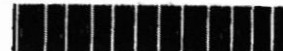


**OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
LAURA DEAN-LYTLE**

When recorded return to:

Clerk of the Board
P.O. Box 827
Florence, Arizona 85232

DATE/TIME: 08/10/2010 1124
FEE: \$0.00
PAGES: 19
FEE NUMBER: 2010-074864



Creation of the Arizona Water Company Franchise

WHEREAS, Arizona Water Company, an Arizona Corporation, is duly authorized to conduct business in the State of Arizona.

WHEREAS, Arizona Water Company has duly filed and presented to the Board of Supervisors of the County of Pinal, State of Arizona, its application for a new utility franchise for the purpose of constructing, operating, and maintaining water lines and related appurtenances along, under, and across the public streets, alleys, and highways, except federal and state highways, within the unincorporated area of Pinal County, Arizona, as described in Exhibit "A" attached hereto (hereinafter "Application").

WHEREAS, after filing the Application for the public utility franchise, the Board of Supervisors of Pinal County ordered a public notice of its intent to consider the granting of the public utility franchise to be published in a newspaper of general circulation in Pinal County, Arizona, stating the time and place for consideration of the Application.

WHEREAS, the public hearing for consideration of the Application was scheduled for 9:30 a.m. on August 4, 2010, at the Pinal County Board of Supervisors Hearing Room, Administration Building No. 1, Florence, Arizona.

WHEREAS, said Application having come on regularly for hearing at 9:30 a.m. on August 4, 2010, and it appearing from the affidavit of the publisher of the Florence Reminder and Blade Tribune, that due and regular notice of such action has been published for at least once per week for three consecutive weeks prior to said hearing date, to wit: in the issues of the Florence Reminder and Blade Tribune, published on July 15, July 22 and July 29, 2010, and the matter being called for hearing at 9:30 a.m. on August 4, 2010, and an opportunity having been given to all interested parties to be heard.

WHEREAS, the Board of Supervisors of Pinal County has the power to create a water franchise under Arizona Revised Statute §40-283, as well as other applicable statutory provisions.

NOW, THEREFORE,

Section 1: DEFINITIONS

The following terms used in this franchise shall have the following meanings:

- A. County: Pinal County, Arizona.
- B. Board: Board of Supervisors of Pinal County, Arizona.
- C. Grantor: Pinal County, by and through its Board of Supervisors.
- D. Grantee: Arizona Water Company, an Arizona Corporation, its successors and assigns.
- E. Grantee's Facilities: Water utility structures, equipment, lines, plants and related appurtenances.

Section 2: GRANT

A. Grantor, on August 4, 2010, hereby grants to Grantee, for a period of twenty-five years, this new public utility franchise (hereinafter "Franchise") for the purpose of constructing, operating, and maintaining water utility lines and related appurtenances along, under, and across public streets, alleys, and highways, and other rights of way, except federal and state highways, under the terms and conditions set forth herein within the unincorporated area of Pinal County, Arizona, as described in the Application (hereinafter "Franchise Area") and attached hereto as Exhibit A.

B. Nonexclusive Franchise.

(1) The Franchise granted hereby shall not be exclusive and shall not restrict in any manner the right of County in the exercise of any regulatory power which it now has or which may hereafter be authorized or permitted by the laws of the State of Arizona. Nothing herein shall be construed to prevent County from granting other like or similar franchises to any other person, firm or corporation. County retains and shall ever be considered as having and retaining the right and power to allow and to grant to any other person, firm, corporation or other companies, franchise rights and privileges to be exercised in and upon its public streets, alleys, highways, rights of way and public places, and such of the same and parts thereof as County may deem best or choose to allow, permit, give or grant so long as such franchise rights and privileges shall not interfere with Grantee's use of the Grantee's Facilities.

(2) Nothing herein shall be construed to prevent County and its proper authorities from constructing and installing water lines, sewers, gutters, or improvements to its public highways, streets, and alleys so long as said improvements do not interfere with Grantee's Facilities.

C. Reservation of Rights.

(1) County reserves the right to alter and amend the Franchise at any time and in any manner necessary for the safety or welfare of the public or to protect the public interests, and County reserves the right to impose at any time restrictions and limitations upon the use of the public streets, alleys, rights of way, and highways as County deems best for the public safety or welfare.

(2) County expressly reserves the right, after thirty (30) days written notice to Grantee, to modify, amend, alter, change, or eliminate any of the provisions of the Franchise which may become obsolete or impractical; and to impose such additional conditions upon Grantee as may be just and reasonable, such conditions to be those deemed necessary for the purpose of ensuring adequate service to the public; provided however, County shall not modify, amend, alter, change, or eliminate any of said provisions until after thirty (30) days and a public hearing, if such is legally required or requested by Grantee.

Section 3: RENEWAL/SUBSEQUENT APPLICATION

The Franchise herein granted shall expire on August 4, 2035; and upon its termination, Grantee shall cease to exercise under the terms of the Franchise the privileges herein granted. In the event Grantee desires a renewal of the Franchise herein granted, or a new franchise for a subsequent period, Grantee shall apply to and open negotiations with County for that purpose at least six (6) months before the expiration of the Franchise herein granted; but nothing herein shall be construed to bind County to grant such renewal or subsequent franchise.

Section 4: REGULATION

Grantee shall be subject to reasonable regulations for the maintenance by Grantee of such portion of the public streets, alleys, rights of way, and highways altered, damaged, or destroyed by Grantee, its agents, employees or contractors, in exercising the privileges granted by the Franchise, including, but not limited to provisions for repair as set forth in Section 9(B) herein.

Section 5: CONSTRUCTION, INSTALLATION AND REPAIRS

A. Before beginning any construction for installation of Grantee's Facilities, Grantee shall submit a plan of proposed construction to the Pinal County Engineer and shall not commence any construction until the plan of construction is approved by the County Engineer or his designate.

B. All work performed by Grantee, its agents, employees, or contractors, under the Franchise shall be done in the manner prescribed by County and subject to the supervision of County, and in strict compliance with all laws, ordinances, rules, and regulations of federal, state, and local governments.

C. No construction, reconstruction, repair, or relocation under the Franchise shall be commenced until written permits have been obtained from the proper County officials. If in the event any permit so issued, such officials may impose such conditions and regulations as a condition of the granting of the same as are necessary for the purpose of protecting any structures, highways, streets, or rights of

way and for the proper restoration of such structures, highways, streets, or rights of way, for the protection of the public and the continuity of pedestrian and vehicular traffic.

D. No construction under the Franchise by Grantee shall impose upon County the duty to maintain any public street, alley, highway or right of way unless County accepts said public street, alley, highway or right of way into the county maintenance system as provided by law.

E. Grantee shall retain all right, title, and interests to the Grantee's Facilities within the Franchise Area.

Section 6: INSPECTION

County shall, if it deems it necessary, have the right to inspect the construction, operation, and maintenance of Grantee's Facilities to ensure the proper performance of the terms of the Franchise granted herein.

Section 7: SUFFICIENCY, LOCATION AND MAINTENANCE

All of Grantee's Facilities shall be in all respects adequate, efficient, substantial, and permanent in design and workmanship, and shall be so located, erected, and maintained in good order and repair so as not to interfere with the use, enjoyment, or safety of the public streets, alleys, highways, or rights of way.

Section 8: EXPANSION

Grantee may from time to time, during the term of the Franchise make such enlargements and extensions of its water system as are necessary to adequately provide for the requirements of County and the inhabitants of the Franchise Area; provided that nothing herein shall compel Grantee to expand or enlarge its system beyond the economic and operating limits thereof. Such enlargements and extensions shall be made in accordance with County rules and regulations.

Section 9: RELOCATION; REPAIR

A. During the term of the Franchise, if County or any qualified authority having jurisdiction in the Franchise Area alters, repairs, improves, or changes the grade of any public street, alley, highway, or right of way in the Franchise Area, then and in such event, Grantee, at its own expense, shall, if reasonably required as a matter of public safety, promptly make such changes in the location, structure, or alignment of its water lines and related appurtenances as the County Engineer or the County Engineer's designee may deem necessary as provided in Section 9(B).

B. Within sixty (60) days after receiving written notice from County of needed changes or corrections in Grantee's Facilities, and upon the failure of Grantee to make such changes or corrections as set forth in Section 9(A) or to correct any damage to any public street, alley, highway, or right-of-way within the Franchise Area caused directly or indirectly by Grantee, its agents, employees, or contractors, County shall have the right to make, or cause such changes or corrections to be made at the expense of Grantee. In the event that any changes, corrections, or repairs are deemed an emergency by County, Grantee, upon receipt of notice of such an emergency, shall make

such changes, corrections, or repairs deemed necessary by County to provide for health and safety concerns. In the event that Grantee does not make the necessary changes, corrections, or repairs within a reasonable period of time, County may make, or cause such changes, corrections, or repairs to be made at the expense of Grantee. Any expenses incurred for such changes, corrections, or repairs shall be due and payable within thirty (30) days of written demand by County to Grantee.

Section 10: LIABILITY

A. If any public street, highway, alley, way, bridge, sidewalk, public place, or other public facility is disturbed, altered, damaged, or destroyed solely by Grantee, its agents, employees, or contractors, in the construction, design, installation, operation, and maintenance of Grantee's Facilities under the Franchise, the same shall be promptly repaired, reconstructed, replaced or restored by Grantee, without cost to County, as provided in Section 9(B), in as good condition as before Grantee's entry and to the satisfaction of County.

B. Grantee shall be responsible to every owner of property which shall be injured solely by the work of construction, installation, operation or maintenance of Grantee's Facilities under the Franchise, and all physical damage done to such injured property through any sole act or omission of Grantee, its agents, employees or contractors, arising out of said construction, installation, operation or maintenance.

~~C. It is a condition of the Franchise that County shall not and does not by reason of the Franchise assume any liability of the Grantee whatsoever for injury to persons or damage to property.~~

Section 11: INDEMNIFICATION

Grantee by its acceptance of the Franchise agrees that throughout the entire term of this Franchise, Grantee, at its sole cost and expense, shall indemnify, defend, save, and hold harmless Pinal County, its elected officers, employees, and agents from any and all lawsuits, judgments and claims for injury, death and damage to persons and property, both real and personal, caused solely by the construction, design, installation, operation, or maintenance of Grantee's Facilities by Grantee, its agents, employees, or contractors, within the Franchise Area. Indemnified expenses shall include, but not be limited to, litigation and arbitration expenses, and attorneys' fees.

Section 12: ACCEPTANCE BY GRANTEE / EFFECTIVE DATE FRANCHISE

The Franchise shall be accepted by Grantee by written instrument in the form attached hereto as Exhibit "B" (hereinafter "Acceptance"), executed and acknowledged by it as a deed is required to be, and filed with the Clerk of the Pinal County Board of Supervisors within thirty (30) days after the date this Franchise is approved by County. This Franchise shall be effective upon delivery of the Acceptance to the Clerk of the Pinal County Board of Supervisors in the form required and within the time specified above.

Section 13: LIMITS ON GRANTEE'S RECOURSE

A. Grantee by its acceptance of the Franchise acknowledges such acceptance relies upon Grantee's own investigation and understanding of the power and authority of the County to grant this

Franchise. Grantee by its acceptance of the Franchise accepts the validity of the terms and conditions of the Franchise in their entirety and agrees it will not, at any time, proceed against County in any claim or proceeding challenging any term or provision of the Franchise as unreasonable, arbitrary, or void, or that County did not have the authority to impose such term or condition.

B. Grantee by accepting the Franchise acknowledges that it has not been induced to accept the same by any promise, verbal, or written, by or on behalf of County or by any third person regarding any term or condition of the Franchise not expressed therein. Grantee by its acceptance of the Franchise further pledges that no promise or inducement, oral or written, has been made to any employee or official of County regarding receipt of the Franchise.

C. Grantee by its acceptance of the Franchise further acknowledges that it has carefully read the terms and conditions of the Franchise and accepts without reservation the obligations imposed by the terms and conditions herein.

D. The Board's decision concerning its selection and awarding of the Franchise shall be final.

Section 14: FAILURE TO ENFORCE FRANCHISE

Grantee shall not be excused from complying with any of the terms and conditions of the Franchise by any failure of County, upon any one or more occasions, to insist upon the Grantee's performance or to seek Grantee's compliance with any one or more of such terms or conditions.

Section 15: COMPLIANCE WITH THE LAW

Grantee shall at all times, conduct its business under the Franchise in accordance with all federal, state, and local laws, rules and regulations, as amended, including any future amendments thereto as may, from time to time, be adopted.

Section 16: INTERPRETATION/GOVERNING LAW

The interpretation and performance of the Franchise and of the general terms and conditions shall be in accordance with and governed by the laws of the State of Arizona.

Section 17: VENUE

Exclusive venue for any legal action to enforce the provisions, terms, and conditions of the Franchise shall be the Superior Court of the State of Arizona in and for the County of Pinal, Florence, Arizona.

Section 18: SEVERABILITY

If any section, provision, term, or covenant or any portion of any section, provision, term, or covenant of the Franchise is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on any remaining portion of such section, provision, term, or

covenant or the remaining sections, provisions, terms, or covenants of the Franchise, all of which shall remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

Section 19: FORFEITURE

A. If Grantee fails to comply with any of the provisions of this Franchise or defaults in any of its obligations hereunder, except for causes beyond the reasonable control of Grantee; and shall fail within thirty (30) days after written notice from County to commence, and within a reasonable time and not longer than sixty (60) days, complete the correction of such default or noncompliance, County shall, following public hearing, have the right to revoke this Franchise and all rights of Grantee hereunder. In the event Grantee makes a general assignment or general arrangement for the benefit of creditors; or a trustee or receiver is appointed to take possession of substantially all of Grantee's Facilities within the Franchise Area or of Grantee's interest in this Franchise, where possession is not restored to Grantee within thirty (30) days; or Grantee's Facilities within the Franchise Area are subject to an attachment, execution or other seizure of substantially all of the Grantee's Facilities within the Franchise Area or this Franchise, where such seizure is not discharged within thirty (30) days, County may declare this Franchise, and any expansion hereto, forfeited, and terminated.

B. Nothing herein contained shall limit or restrict any other legal rights that County may possess arising from such violations.

Section 20: REVOCATION OF FRANCHISE

The Franchise may after due notice and hearing, be revoked by County for any of the following reasons:

- A. For false or misleading statements in, or material omissions from the application for and the hearing on the granting of the Franchise.
- B. For any transfer or assignment of the Franchise or control thereof without County's written consent.
- C. For failure to comply with any of the material terms and conditions of the Franchise.
- D. Upon termination, revocation, or forfeiture of the Franchise Agreement, Grantee forfeits all rights granted in Section 2 of this Franchise Agreement. Within ninety days after the date of termination, revocation or forfeiture Grantee shall apply for and obtain a right-of-way permit from the Pinal County Public Works Department to continue operation of Grantee's existing facilities. Said right-of-way permit shall not be unreasonably delayed, withheld or refused. Grantee shall not be permitted to expand its area of operation until the terminated, revoked or forfeited Franchise Agreement is either renewed, reinstated or replaced.

Section 21: ASSIGNMENT/TRANSFER

Grantee shall not assign or transfer any interest in the Franchise without the prior written consent of Grantor. Grantor shall not unreasonably withhold its consent to a proposed transfer.

Section 22: NOTICE

Notices required under the Franchise shall be delivered or sent by certified mail, postage prepaid to:

Grantor:

Clerk of the Pinal County Board of Supervisors
P.O. Box 827
31 N. Pinal
Florence, Arizona 85232

Grantee:

Arizona Water Company
P.O. Box 29006
Phoenix, AZ 85038-9006

The delivery or mailing of such notice shall be equivalent to direct personal notice and shall be deemed to have been given at the time of delivery. Either party may change its address under this section by written notice to the other party.

Section 23: REMEDIES

Rights and remedies reserved to the parties by the Franchise are cumulative and shall be in addition to and not in derogation of any other rights or remedies which the parties may have with respect to the subject matter of the Franchise and a waiver thereof at any time shall not affect any other reservation of rights or remedies.

Section 24: RIGHT OF INTERVENTION

County hereby reserves to itself, and Grantee hereby grants to County, the right to intervene in any suit, action, or proceeding involving any provision in the Franchise.

Section 25: BOOKS AND RECORDS

Grantee shall maintain books and records that identify all of Grantee's underground facilities by type and location within the Franchise Area. Grantee shall make such books and records available to County upon County's request and without cost to County.

Section 26: AD VALOREM TAXES

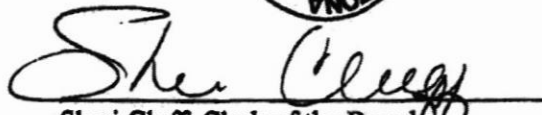
Grantee shall pay its ad valorem taxes before they become delinquent.

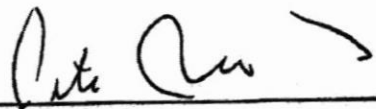
IN WITNESS WHEREOF, the Board of Supervisors of Pinal County, Arizona, by its Chairman and its Clerk, thereunto duly authorized, has hereunto set its hand and caused its official seal to be affixed on August 4, 2010.

PINAL COUNTY BOARD OF SUPERVISORS



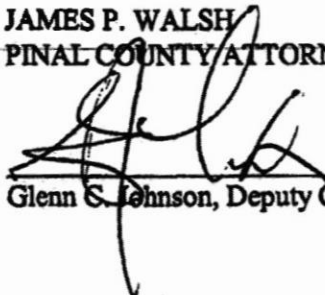
ATTEST:


Sheri Cluff, Clerk of the Board


Pete Rios, Chairman

APPROVED AS TO FORM:

JAMES P. WALSH
PINAL COUNTY ATTORNEY


Glenn S. Johnson, Deputy County Attorney



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
VIRGINIA ROSS

When recorded return to:
Clerk of the Board
P.O. Box 827
Florence, Arizona 85232

DATE/TIME: 06/10/2013 1251
FEE: \$0.00
PAGES: 5
FEE NUMBER: 2013-048106



Expansion and Amendment of Arizona Water Company 2010 Franchise

WHEREAS, on August 4, 2010, pursuant to A.R.S. § 40-283, the Board of Supervisors for Pinal County, Arizona ("Board") granted a franchise to Arizona Water Company, an Arizona corporation duly authorized to conduct business in the State of Arizona, ("2010 Franchise") for the purpose of constructing, operating and maintaining water utility lines and related appurtenances along, under and across public streets, alleys and highways and other rights of way, except federal and state highways, within a specified area of the unincorporated area of Pinal County ("Franchise Area") described in the 2010 Franchise;

WHEREAS, the 2010 Franchise was recorded in the official records of the Pinal County Recorder on August 8, 2010, under fee number 2010-074864.

WHEREAS, Arizona Water Company has duly filed and presented to the Board of Supervisors of the County of Pinal, State of Arizona, its application to expand the Franchise Area to include the additional unincorporated area of Pinal County described in Exhibit "A" attached hereto (hereinafter the "Expansion") for the purpose of constructing, operating and maintaining water utility lines and related appurtenances along, under and across public streets, alleys and highways and other rights of way, except federal and state highways, within said area;

WHEREAS, upon filing of said application, the Board of Supervisors of Pinal County has given notice of its intent to consider granting the Expansion and amending the 2010 Franchise by publishing said notice in a newspaper of general circulation, in Pinal County, Arizona, stating the time and place for consideration of the Expansion and Amendment;

WHEREAS, said application having come on regularly for hearing at 9:30 a.m. on June 5, 2013; and it appearing from the affidavit of the publisher of the Florence Recorder that said time and place set for considering the Expansion and Amendment of the 2010 Franchise has been published for at least once a week for three consecutive weeks prior to said hearing date in accordance with A.R.S. 40-283E, and an opportunity having been given to all interested parties to be heard;

NOW, THEREFORE,

Pinal County, by and through its Board of Supervisors hereby approves the Expansion described in Exhibit "A," attached hereto, for the purpose of constructing, operating and maintaining water utility lines and related appurtenances along, under and across public streets, alleys and highways and other rights of way, except federal and state highways within the Expansion under the terms and conditions set forth in the 2010 Franchise.

Pinal County, by and through its Board of Supervisors, hereby amends the 2010 Franchise by amending the Franchise Area covered by the 2010 Franchise to include the additional unincorporated area of Pinal County described in Exhibit "A" attached hereto. Except for the expansion of the Franchise Area, all other terms and conditions of the 2010 Franchise remain the same and in full force and effect for the period to time set forth in the 2010 Franchise.

IN WITNESS WHEREOF, the Board of Supervisors of Pinal County, Arizona, by its Chairman and its Clerk, thereunto duly authorized, has hereunto set its hand and cause its official seal to be affixed on this 5th day of April, 2013.

PINAL COUNTY BOARD OF SUPERVISORS


Chairman

ATTEST:


Sheri Cluff, Clerk of the Board



APPROVED AS TO FORM:

M. LANDO VOYLES
PINAL COUNTY ATTORNEY

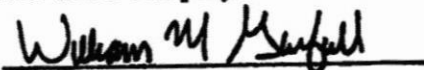
By: 
Patricia A. Grieb, Deputy County Attorney

ACCEPTANCE OF EXPANSION AND AMENDMENT

Arizona Water Company, an Arizona Corporation, declares that the statements and recitals set forth above are correct and that the Expansion and Amendment is requested and accepted by the Arizona Water Company.

Dated this 25th day of April, 2013.

Arizona Water Company

By: 

Title: President and Chief Operating Officer

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 25th day of April, 2013, by William M. Garfield, President + Co of Arizona Water Company, an Arizona Corporation, and being authorized to do so, executed the foregoing instrument on behalf of the company for the purposes therein stated.

Jackie R. Craig
Notary Public

My commission expires: June 21, 2013



Exhibit "A"

Additional Franchise Area

T.6S.R.3E.

Sections 11, 12, 16, 21, 22, 23, 26, 27, 28, and 35.

T.6S.R.5E.

Section 5.

T.7S.R.3E.

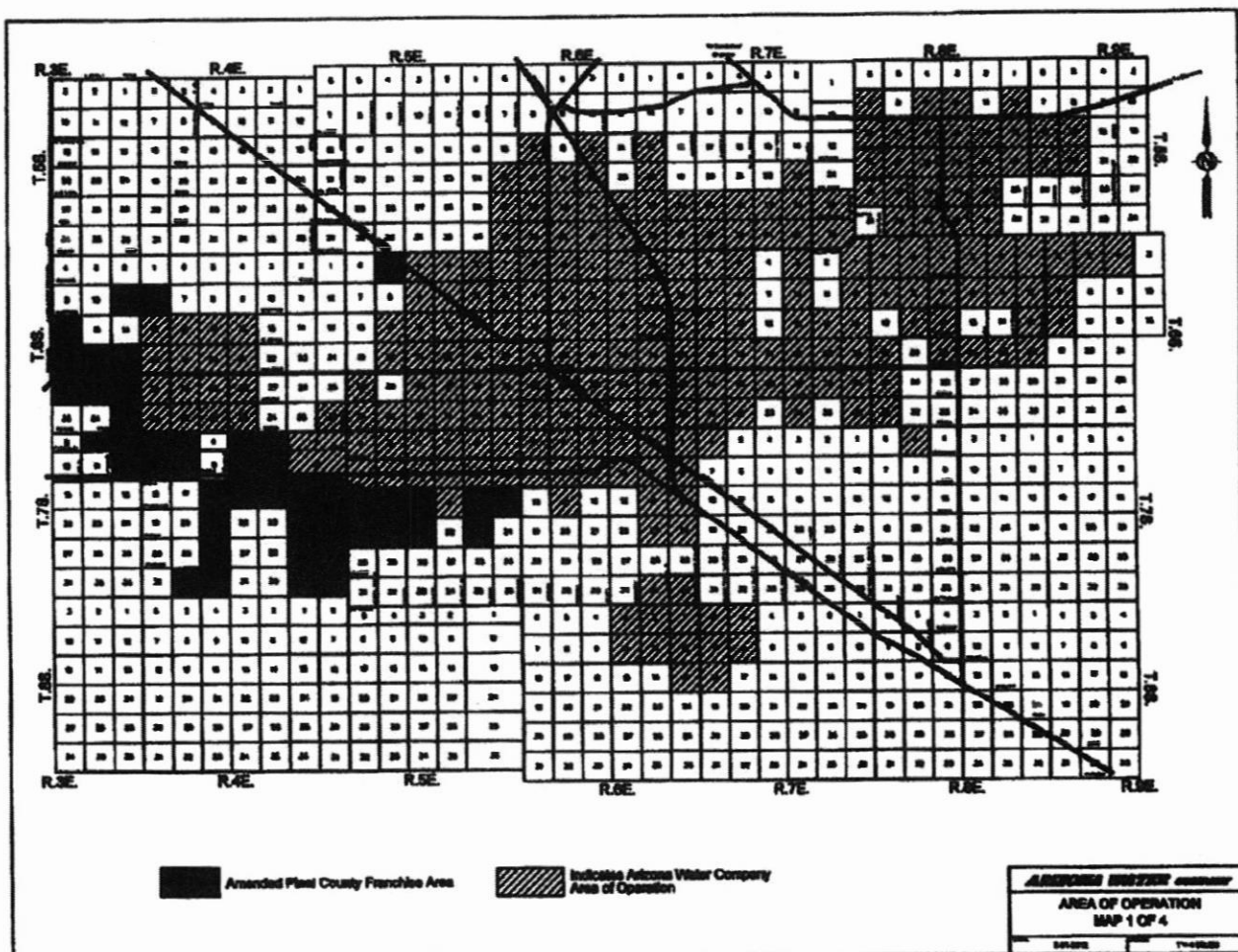
Sections 1, 2, and 12.

T.7S.R.4E.

Sections 2, 3, 5, 6, 7, 8, 10, 11, 13, 14, 15, 16, 21, 24, 25, 28, 32, 33, and 36.

T.7S.R.5E.

Sections 13, 14, 16, 17, 18, 19, 20, 21, and 23.





AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 64

Dept. #: 311

Dept. Name: Public Works

Director: Andrew Smith

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Public Hearing and discussion/approval/disapproval of Resolution No. 050521-RD20-102 ordering the abandonment and extinguishment of an easement comprising a portion of Longview Street, 33 feet wide, commencing at La Barge Road and proceeding easterly to Barkley Road located within Section 12, Township 1 North, Range 8 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona. Supervisor District #5. (RD20-102) (Celeste Garza/Andrew Smith)

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

There aren't any expected fiscal considerations or impacts associated with this agenda item.

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

There aren't any expected performance impacts associated with this agenda item.

MOTION:

Approve as presented

History	Who	Approval
Time		
4/26/2021 4:13 PM	County Attorney	Yes
4/27/2021 9:15 AM	Budget Office	Yes
4/27/2021 9:41 AM	County Manager	Yes
4/27/2021 10:01 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Resolution](#)

When recorded return to:
Clerk of the Board
P.O. Box 827
Florence AZ 85132

RESOLUTION NO. _____

**A RESOLUTION OF THE PINAL COUNTY, ARIZONA, BOARD OF
SUPERVISORS ORDERING THE ABANDONMENT AND
EXTINGUISHMENT OF AN EASEMENT COMPRISING A PORTION
OF LONGVIEW STREET.**

WHEREAS, pursuant to A.R.S. § 11-251.16 and Pinal County Development Services Code, Chapter 7.10, a petition has been presented to the Pinal County Board of Supervisors (the "Board") requesting the extinguishment of a federal patent easement comprising a portion of Longview Street, 33 feet wide, commencing at La Barge Road, and proceeding easterly to Barkley Road, located within Supervisory District #5, Section 12, Township 1 North, Range 8 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona (the "Easement"); and

WHEREAS the Board having found the Petition to be in proper form; proper notice having been given for the public hearing; the public hearing having been held for public input; no land adjoining the Easement being left without access to public highway; and the Board having considered the feasibility, advantages and necessity of said action and finding the public's best interest to be served by granting the extinguishment of the Easement; and

WHEREAS, consideration for the extinguishment of the Easement includes tax revenues gained by adding the land to the County's tax rolls; cessation of County Maintenance responsibility for the Easement; and relief from potential liability for property damages, injury or death, which may occur in the Easement.

THEREFORE, BE IT RESOLVED by the Pinal County Board of Supervisors that the Easement comprising a portion of Longview Street, 33 feet wide, commencing at La Barge Road, and proceeding easterly to Barkley Road, located within Supervisory District #5, Section 12, Township 1 North, Range 8 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona and legally described below, is hereby abandoned and extinguished and all rights and interests held by Pinal County in the Easement are relinquished and hereby revert to the current record owner(s) of fee simple title to the land underlying the Easement:

COMMENCING AT THE N1/16 CORNER OF THE NORTHEAST QUARTER OF
SECTION 12, TOWNSHIP 1 NORTH, RANGE 8 EAST, OF THE GILA & SALT
RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, MARKED BY A
BRASS CAP LYING S00° 19'23"E 1321.36 FEET FROM THE NORTHEAST
CORNER OF SECTION 12, MARKED BY A GLO BRASS CAP ON A 1" IRON PIPE;

THENCE S00° 19'23"E 298.06 FEET TO A 1/2" REBAR; THENCE S89°38'35"W 33.00 FEET TO THE TRUE POINT OF BEGINNING OF THE ABANDONMENT PARCEL; THENCE CONTINUING S89°38'35"W 627.44 FEET TO A 1/2" REBAR ON THE WEST SIDE OF LA BARGE RD; THENCE S00°11 '46"E 33.00 FEET TO A 1/2" REBAR; THENCE N89°38'35"E 627.44 FEET TO A POINT; THENCE N00°19'23"W 33.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT rights-of-way or easements of existing sewer, gas, water or similar pipelines and appurtenances and for canals, laterals or ditches and appurtenances, and for electric, telephone, and similar lines and appurtenances, which shall continue, as they existed prior to this abandonment in accordance with A.R.S. 28-7210.

BE IT FURTHER RESOLVED that the Chairman of the Pinal County Board of Supervisors, on behalf of the Board, is authorized to execute this Resolution and all other documentation which may be necessary to release all rights held by Pinal County in the Easement to the owner(s) of record of the fee simple title to the land underlying the Easement.

BE IT FURTHER RESOLVED that this Resolution shall become effective when recorded in the Office of the County Recorder of Pinal County, Arizona

PASSED AND ADOPTED this ____ day of _____ 2021, by the PINAL COUNTY BOARD OF SUPERVISORS.

Chair of the Board

ATTEST:

Clerk/Deputy Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

Longview Street (33') – La Barge Rd to Barkley Rd

- Eastern Apache Junction Area - Section 12 T1N R8E
- James Roberts — *Parcel No. 100-15-025E*
 - ▣ More usable property for new homesite
- Staff reasons FOR abandonment:
 - ▣ Longview Street between La Barge Rd and Barkley Rd does not exist as a usable roadway.
 - ▣ Legal or physical access to all surrounding parcels will not be affected by this abandonment.
 - ▣ Alignment does not sit on a future planned improved roadway.
 - ▣ Petitioners have obtained signatures of 100% of adjoining property owners.
 - ▣ All surrounding utilities do not object to abandonment.

Longview Street (33') – La Barge Rd to Barkley Rd



LONGVIEW STREET

At the end of
La Barge Rd
could not
reach
Longview
alignment for
photos from
either end –

LOOKING
SOUTH



LONGVIEW STREET

LOOKING
EAST FROM
END OF LA
BARGE



LONGVIEW STREET

LOOKING
NORTH FROM
END OF LA
BARGE



QUESTIONS?

Celeste Garza
Assistant County Engineer
Public Works Department
Celeste.Garza@pinal.gov
520-866-6402
520-705-3539 (c)



AGENDA ITEM

May 5, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 64

Dept. #: 311

Dept. Name: Public Works

Director: Andrew Smith

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Public Hearing and discussion/approval/disapproval of Resolution No. 050521-RD20-103 ordering the abandonment and extinguishment of an easement comprising a portion of Don Peralta Road, 33 feet wide, commencing at Roundup Street and proceeding south on Don Peralta Road for approximately 263.92 feet, located within Section 13, Township I North, Range 8 East, of the Gila and Salt River Base and Meridian. Pinal County. Arizona. Supervisor District #5. (RD20-103) (Celeste Garza/Andrew Smith)

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

There aren't any expected fiscal considerations or impacts associated with this agenda item.

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

There are no expected performance impacts associated with this agenda item.

MOTION:

Approved as presented

History	Who	Approval
Time		
4/23/2021 8:44 AM	County Attorney	Yes
4/23/2021 8:59 AM	Budget Office	Yes
4/23/2021 9:57 AM	County Manager	Yes
4/26/2021 12:42 PM	Clerk of the Board	Yes

ATTACHMENTS:

[Click to download](#)

☐ [Resolution](#)

☐ [Presentation](#)

When recorded return to:
Clerk of the Board
P.O. Box 827
Florence AZ 85132

RESOLUTION NO. _____

**A RESOLUTION OF THE PINAL COUNTY, ARIZONA, BOARD OF
SUPERVISORS ORDERING THE ABANDONMENT AND
EXTINGUISHMENT OF AN EASEMENT COMPRISING A PORTION
OF DON PERALTA ROAD.**

WHEREAS, pursuant to A.R.S. § 11-251.16 and Pinal County Development Services Code, Chapter 7.10, a petition has been presented to the Pinal County Board of Supervisors (the "Board") requesting the extinguishment of a federal patent easement comprising of a portion of Don Peralta Road, 33 feet wide, commencing at Roundup Street and proceeding south on Don Peralta for approximately 263.92 feet, located within Supervisory District #5, Section 13, Township 1 North, Range 8 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona (the "Easement"); and

WHEREAS the Board having found the Petition to be in proper form; proper notice having been given for the public hearing; the public hearing having been held for public input; no land adjoining the Easement being left without access to public highway; and the Board having considered the feasibility, advantages and necessity of said action and finding the public's best interest to be served by granting the extinguishment of the Easement; and

WHEREAS, consideration for the extinguishment of the Easement includes tax revenues gained by adding the land to the County's tax rolls; cessation of County Maintenance responsibility for the Easement; and relief from potential liability for property damages, injury or death, which may occur in the Easement.

THEREFORE, BE IT RESOLVED by the Pinal County Board of Supervisors that the Easement comprising a portion of Don Peralta Road, 33 feet wide, commencing at Roundup Street and proceeding South on Don Peralta Road for approximately 263.92 feet, located within Supervisory District #5, Section 13, Township 1 North, Range 8 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona and legally described below, is hereby abandoned and extinguished and all rights and interests held by Pinal County in the Easement are relinquished and hereby revert to the current record owner(s) of fee simple title to the land underlying the Easement:

The West 33.00 feet of the Northeast quarter of the Northeast quarter of the Southeast quarter of the Southwest quarter of Section 13, Township 1 North, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

EXCEPT the North 33 feet thereof. Also, EXCEPT the South 33 feet thereof.

EXCEPT all oil, gas and other mineral deposits as reserved by the United States of America in the patent to said land.

EXCEPT rights-of-way or easements of existing sewer, gas, water or similar pipelines and appurtenances and for canals, laterals or ditches and appurtenances, and for electric, telephone, and similar lines and appurtenances, which shall continue, as they existed prior to this abandonment in accordance with A.R.S. 28-7210.

BE IT FURTHER RESOLVED that the Chairman of the Pinal County Board of Supervisors, on behalf of the Board, is authorized to execute this Resolution and all other documentation which may be necessary to release all rights held by Pinal County in the Easement to the owner(s) of record of the fee simple title to the land underlying the Easement.

BE IT FURTHER RESOLVED that this Resolution shall become effective when recorded in the Office of the County Recorder of Pinal County, Arizona

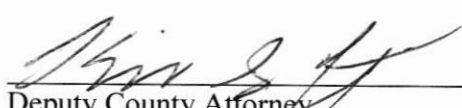
PASSED AND ADOPTED this _____ day of _____ 2021,
by the PINAL COUNTY BOARD OF SUPERVISORS.

Chairman of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

Don Peralta Road (33') – Roundup St to Mockingbird St

- Eastern Apache Junction Area - Section 13 T1N R8E
- Richard Prime & Pamela Kelly – *Parcel No. 100-21-340*
 - ▣ Plan to build a property fence
- Staff reasons FOR abandonment:
 - ▣ Don Peralta between Roundup and Mockingbird does not exist as a usable roadway.
 - ▣ Legal or physical access to all surrounding parcels will not be affected by this abandonment.
 - ▣ Alignment does not sit on a future planned improved roadway.
 - ▣ Petitioners have obtained signatures of 100% of adjoining property owners.
 - ▣ All surrounding utilities do not object to abandonment.

Don Peralta Road (33') – Roundup St to Mockingbird St



DON PERALTA ROAD

FROM
ROUNDUP ST
LOOKING
SOUTH



DON PERALTA ROAD

FROM
ROUNDUP ST
LOOKING
NORTH



DON PERALTA ROAD

FROM
ROUNDUP ST
LOOKING
EAST



DON PERALTA ROAD

FROM
GREASEWOOD
ST LOOKING
NORTH
(COULD NOT
GET TO
MOCKINGBIRD
ALIGNMENT)



DON PERALTA ROAD

FROM
GREASEWOOD
ST LOOKING
SOUTH



DON PERALTA ROAD

FROM
GREASEWOOD
ST LOOKING
EAST



QUESTIONS?

Celeste Garza
Assistant County Engineer
Public Works Department
Celeste.Garza@pinal.gov
520-866-6402
520-705-3539 (c)